

CONTRACT FOR SUPPLIER SERVICES

Section 1 - FORM OF CONTRACT

CONTRACT FOR :Consultancy Services for Climate Friendly Interventions, Policies, Capacity Building and Sustainable Governance

PURCHASE ORDER NUMBER: 7014

THIS CONTRACT is made

BETWEEN : The Secretary of State for International Development at the Department for International Development, British High Commission, Shantipath, Chanakyapuri, New Delhi, 110 021 (DFID);

AND : PricewaterhouseCoopers Private Limited ("Supplier")
whose Registered Office is situated at 17th Floor, Building No. 10, Tower C, DLF Cyber City, Gurgaon, India - 122002

(together "the Parties").

WHEREAS:

A. DFID requires the Supplier to provide the services as defined in Section 3 (the "Services") to DFID India (the "Recipient"); and

B. the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Terms of Reference
Section 4	Special Conditions
Section 5	Schedule of Prices

This Contract constitutes the entire agreement between the Parties in respect of the Suppliers obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed (including the applicable Purchase Order Number at the top of Section 1), and 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 Contract void.

No payment will be made to the Supplier under this Contract until a copy of the Form of Contract, signed on behalf of the Supplier, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Supplier shall start the Services on 06 May 2015 (the "Start Date") and shall complete them by 31 December 2015 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed **£645,000** (UK Pound Six Hundred Forty Five Thousand only) exclusive of any government tax, if applicable (the "Financial Limit").

5. Time of the Essence

Time shall be of the essence as regards the performance by the Supplier of its obligations under this Contract.

For and on behalf of
The Secretary of State for
International Development



Name:

Position:

Contract Officer

Signature:

Date:

5 May 2015

For and on behalf of
PricewaterhouseCoopers Pvt Ltd

Name:

Position:

Signature:

Date:



Department for International Development (DFID)

Standard Terms and Conditions – Service Contracts

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Introduction

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the meaning set out in the relevant Schedule in which that capitalised expression appears.
- 1.2 The interpretation and construction of the Contract shall be subject to the following provisions:
- (a) clause headings shall not affect the interpretation of the Contract;
 - (b) a reference to any statute, enactment, order, regulation or similar instrument is a reference to it as in force from time to time taking account of any amendment or re-enactment;
 - (c) a reference to a statute or statutory provision shall include any subordinate legislation made under that statute or statutory provision;
 - (d) references to a “person” includes a natural person and a corporate or unincorporated body;
 - (e) words in the singular shall include the plural and vice versa;
 - (f) a reference to one gender shall include a reference to the other genders; and
 - (g) where the context allows, references to clauses are to clauses in this Contract and references to Sections are the sections of this Contract.
- 1.3 In entering into this Contract DFID is acting as part of the Crown.

2. ENTIRE AGREEMENT

- 2.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause 2.1 shall not exclude liability in respect of any fraudulent misrepresentation.
- 2.2 If there is any conflict between the sections or other documents referred to in the Contract, the following order or precedence shall apply:

Section 1 – Form of Agreement

Section 4 – Special Conditions

Section 2 – Standard Terms & Conditions

Section 3 – Terms of Reference

Section 5 – Schedule of Prices

- 2.3 Except as expressly provided in Clause 9 the Supplier is not the agent of DFID and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of DFID in any respect.
- 2.4 Nothing in this Contract is intended to make nor shall it make DFID the employer of the Supplier or any of the Supplier's Personnel.
- 2.5 All communications by the Supplier relating to the Contract must be addressed to the DFID Contract Officer whose name and address are given in Section 4.

3. APPLICABLE PROVISIONS AND FINANCIAL LIMIT

- 3.1 Unless different provisions are substituted in Section 4, Clauses 3, 14, 15, 16, 17, 18 and 19 inclusive shall apply in relation to price and payment.
- 3.2 The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of the Financial Limit and no variations between components shown in the Schedule of Prices in Section 5 are permitted without the prior written authority of the Contract Officer.

Provision of services

4. OBLIGATIONS OF THE SUPPLIER

4.1 The Supplier shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4.2 If the Supplier is a joint venture or an Unincorporated Consortium then each of the joint venture or consortium partners shall bear joint and several liability where liability may arise in respect of the Supplier under this Contract.

5. WARRANTIES

5.1 The Supplier represents and warrants that:

- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- (b) it has full capacity and authority to enter into and to perform this Contract;
- (c) this Contract is executed by its duly authorised representative;
- (d) it has all necessary consents and regulatory approvals to enter into this Contract;
- (e) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- (f) its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- (g) its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- (h) all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the PQQ and ITT (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to DFID in writing prior to the date of this Contract;
- (i) it has notified DFID in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- (j) it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to DFID which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by DFID;
- (k) the Contract Inception Report is/will be a true and accurate reflection of the Costs and supplier profit margin forecast by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model;
- (l) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;

(m) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

5.2 The representations and warranties set out in Clause 5.1 shall be deemed to be repeated by the Supplier on the Commencement Date (if later than the date of signature of this Contract) by reference to the facts then existing.

5.3 The representations and warranties set out in this Clause 5 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.

5.4 If at any time a Party becomes aware that a representation or warranty given by it under Clause 5.1 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

5.5 the Supplier's system and assets used in the performance of the Services:

(a) will be free of all encumbrances [any exceptions must be agreed in writing with DFID];

(b) will be Euro Compliant

5.6 The supplier shall at all times comply with Law and Regulations in carrying out its obligations under this Contract.

5.7 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which DFID may have in respect of breach of that provision by the Supplier.

5.8 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

6. PERSONNEL

6.1 All members of the Supplier's Personnel shall be appropriately qualified, regulatory approved, experienced and in a suitable physical condition so as to ensure that the Supplier complies with all the Supplier's obligations under this Contract.

6.2 No changes or substitutions may be made to members of the Supplier's Personnel identified as key personnel in Section 4 of this Contract without DFID's prior written consent.

6.3 If DFID considers any member of the Supplier's Personnel unsuitable, the Supplier shall substitute such member as quickly as reasonably possible with a replacement acceptable to DFID without direct or indirect charge to DFID and the supplier hereby agrees to full indemnify and hold DFID harmless against any claims of any kind that many arise with regard to the substitution of such Supplier Personnel considered to be unsuitable by DFID.

6.4 The Supplier shall comply with the Staff Vetting Procedures in respect of all Supplier's Personnel employed or engaged in the provision of the Services. The Supplier confirms that all Supplier's Personnel employed or engaged by the Supplier at the agreed start date of this Contract were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures, as provided within DFID's Security Policy.

7. DUTY OF CARE

7.1 The Supplier owes a duty of care to the Supplier's Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Supplier's Personnel carry out the Services.

7.2 The Supplier warrants that it has and will throughout the duration of the Contract:

(a) carry out the appropriate risk assessment with regard to its delivery of the Services;

(b) provide the Supplier's Personnel with adequate information, instruction, training and supervision;

(c) have appropriate emergency procedures in place

to enable their provision of the Services so as to prevent damage to the Supplier's Personnel's health, safety, security of life and property and general wellbeing.

7.3 The provision of information of any kind whatsoever by DFID to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this Clause 7. The positive evaluation of the Supplier's proposal for the provision of the Services and the award of this Contract is not an endorsement by DFID of any arrangements which the Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier's Personnel in relation to the provision of the Services.

7.4 The Supplier acknowledges that the DFID accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier's Personnel with regard to the Supplier's Personnel carrying out the Services under this Contract.

7.5 The Supplier shall indemnify and keep indemnified DFID in respect of:

- (a) any loss, damage or claim, howsoever arising out of, or relating to any act, omission or negligence by the Supplier, the Supplier's Personnel in connection with the performance of the Contract;
- (b) any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with the performance of the Contract.

7.6 The Supplier will ensure that such insurance arrangements as are made to cover the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier, and pursuant to the Suppliers duty of care as referred to in this Clause 7, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

7.7 The costs of any insurance specifically taken out by the Supplier to support the performance of this Contract in relation to the Suppliers 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.

7.8 Where DFID is providing any specific security arrangements for Suppliers in relation to the Contract, these will be as detailed in the Terms of Reference.

7.9 The Supplier shall provide training on a continuing basis for all Supplier Personnel, in compliance with the Security Policy and the security plan.

8. SUB-CONTRACTORS

8.1 The Supplier shall not sub-contract any of its obligations under this Contract without the prior written consent of DFID.

8.2 If, having obtained DFID's consent, the Supplier sub-contracts any of its obligations, the sub-contract shall:

- (a) provide that payments due to the Sub-contractor shall be made not more than 30 days after submission to the Supplier of a valid invoice; and
- (b) include rights for the Supplier and obligations on the Sub-contractor to ensure that DFID's rights to require replacement of personnel (as set out in Clause 6.3 (Personnel)) and DFID's rights and the Supplier's obligations (as detailed within this Contract) can be enforced against the Sub-contractor.

8.3 The Sub-contract shall also include a provision enabling DFID to have the ability to directly enforce the benefit of the sub-Contract under the Contracts (Rights of Third Parties) Act 1999, obligations in respect of security and secrecy, intellectual property and audit rights for the benefit of DFID corresponding to those placed on the Supplier, but with such variations as DFID reasonably considers necessary. The Supplier shall not include in any Sub-contract any provision the effect of which would be to limit the ability of the Sub-contractor to contract directly with DFID or a replacement provider of Services.

9. PROCUREMENT OF EQUIPMENT

9.1 Subject to Clause 9.4 all Equipment to be procured pursuant to this Contract and paid for by DFID shall be procured by a DFID registered procurement agent, acting as agent of DFID ("the Procurement Agent") or as agreed by DFID.

9.2 For the purpose of the appointment of a Procurement Agent and for this purpose only, the Supplier shall act as an agent of DFID.

9.3 The Supplier shall provide the Procurement Agent with sufficient details for the satisfactory procurement and delivery of Equipment and shall manage the Procurement Agent on DFID's behalf.

9.4 Where the total value of the Equipment is less than 50% of the Financial Limit or the current EU Threshold (£111,676), whichever is less the Supplier may, subject to DFID's prior written consent, procure such Equipment.

9.5 All procurement of Equipment shall:

- (a) be undertaken in accordance with DFID's "[corporate social and environmental responsibility information note](#)" or such other procedures as may be agreed in writing by DFID;
- (b) achieve "Value for Money" and be conducted in a fully transparent manner;
- (c) be on the basis that the ownership in Equipment shall vest in DFID, and shall be so marked.

9.6 "Value for Money" shall mean procuring at the optimum combination of whole-life cost and quality to meet requirements.

10. USE OF AND RESPONSIBILITY FOR EQUIPMENT

10.1 Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Supplier is not permitted unless DFID gives prior written consent.

10.2 The Supplier shall keep an up to date inventory of the Equipment its condition and location and make such inventory available to DFID immediately on request.

10.3 Subject to Clause 10.4 the Supplier shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Supplier shall notify DFID immediately the Supplier becomes aware of any loss of or damage to Equipment.

10.4 Except as required by law or circumstance, the Supplier shall not insure Equipment. DFID shall bear the risk in respect of loss or damage provided such loss or damage was not due to the Supplier's negligence and provided the Supplier obtains and pays to DFID such proper compensation as may be due from any third party in respect of such loss or damage to the Equipment.

10.5 The Supplier shall obtain DFID's instructions on the disposal of Equipment and comply with such instructions.

11. MONITORING OF CONTRACT PERFORMANCE

11.1 Prior to the Commencement Date DFID shall agree in consultation with the Supplier the arrangements for the purpose of monitoring by the Supplier of the performance of its obligations under this Contract.

11.2 These arrangements, as identified within Section 3 will include without limitation:

- (a) regular meetings;
- (b) the regular delivery of written management reports;
- (c) monthly report on Key Performance Indicators.

12. PROGRESS & FINANCIAL REPORTS

12.1 Where progress and financial reports are to be submitted under the Contract, the Supplier shall render those reports at such time and in such form as may be specified by DFID or where not specified by DFID, as otherwise agreed between the Parties.

13. RE-TENDERING AND HANDOVER

13.1 Within 21 days of being so requested by DFID's Representative the Supplier shall provide:

- (a) and thereafter keep updated and accessible to DFID, in a fully indexed and catalogued format, all the information reasonably necessary to enable DFID to issue tender documents for the future provision of the Services and for a third party to prepare an informed, non-qualified offer for those Services and not be disadvantaged in any procurement process compared to the Supplier (if the Supplier is invited to participate);
- (b) a draft exit plan to be agreed with DFID that shall set out each Parties obligations in detail in order to ensure a smooth and efficient transfer of the Services to DFID for a Successor Supplier. The Parties shall review and update the exit plan annually and as soon as reasonably practicable in the event of a material change in any aspect of the Services which could reasonably be expected to impact upon the exit plan in order to ensure that the exit plan remains relevant.

Payment

14. FEES

14.1 Any fees payable by DFID for the Services under this Contract are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred by the Supplier in the delivery of the Services except where otherwise specifically provided for in this Contract.

15. EXPENSES

15.1 Travel and living expenses will be paid at a rate consistent with the Schedule of Prices at Section 5. All journeys by rail or air will be made by a class of travel that is no more than "standard economy".

15.2 The budgets identified in Section 5 (Schedule of Prices) represent the maximum payment to the Supplier under this Contract. DFID reserves the right to ask for proof of purchase and refuse payment where this cannot be reasonably provided.

16. MILESTONE PAYMENTS

16.1 Where the Parties have agreed in the Schedule of Prices that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the schedule of prices as detailed in the Schedule of Prices which may relate to the achievement of specific predefined milestones, dates or acceptance and shall be inclusive of all Supplier costs.

17. SATISFACTORY PERFORMANCE

17.1 Payments pursuant to clause 16.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Contract were properly due.

17.2 If for any reason DFID is dissatisfied with the performance of this Contract, an appropriate sum may be withheld from any payment otherwise due to the Supplier. In such event DFID shall identify the particular element(s) of the Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment by DFID shall be made to the Supplier of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

17.3 Should DFID determine after paying for a particular part of the Services that this has not been completed satisfactorily, DFID may recover, or withhold from further payments, an amount not exceeding that previously charged for that part of the Service until the unsatisfactory part of the Service is remedied to its satisfaction.

18. RECOVERY OF SUMS DUE TO DFID

18.1 Wherever any sum of money is payable to DFID by the Supplier as a sum specifically ascertained under or in respect of the Contract (including any Key Performance Indicator related or other rebate or any sum which the Supplier is liable to pay to DFID in respect of any breach of this Contract), DFID may unilaterally deduct that sum from any sum then due or which at any later time becomes due to the Supplier under this Contract or under any other contract with DFID or with any other department, office or agency of the Crown.

18.2 DFID shall give at least 21 days' notice to the Supplier of its intention to make a deduction under Clause 18.1, giving particulars of the sum to be recovered and the contract under which the payment arises from which the deduction is to be made.

18.3 Any overpayment by DFID to the Supplier, whether of the Contract Price or of Value Added Tax, shall be a sum of money recoverable from the Supplier.

18.4 The rights of the Parties in respect of set-off are fully set out in this Clause 18 and no other right relating to set-off shall be implied as a term of the Contract.

19. PAYMENTS & INVOICING INSTRUCTIONS

19.1 Subject to DFID being satisfied that the Supplier is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved by DFID shall be paid within 30 days of receipt of a valid invoice.

19.2 Payment shall be made in sterling in the UK. Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in the London Financial Times "Guide to World Currencies" on the Friday immediately preceding the date on which the purchase was made or services acquired by the Supplier or, if this took place on a Friday, at the rate so stated on that day.

19.3 Unless otherwise expressly provided in Section 4 (Special Conditions) or Section 5 (Schedule of Prices), invoices should be submitted monthly in arrears to the Accounts Payable Section, DFID Financial Management Group, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow, G75 8EA, and in accordance with this clause 19.

19.4 DFID shall unless otherwise expressly provided in Section 4 (Special Conditions) make payments due by direct credit through the UK Bank Clearing Systems (BACS). All invoices must contain details of the bank account to which payments are to be made.

19.5 The Supplier shall submit an original invoice to DFID as indicated in Section 5: Schedule of Prices, in respect of the Services provided by the Supplier. Each invoice shall contain all appropriate references, a detailed breakdown of the Services and the appropriate Prices or Rates and shall be supported by any other documentation required DFID's Representative to substantiate the invoice.

19.6 All invoices should correspond with the budget lines identified in the Schedule of Prices in Section 5 of this Contract.

19.7 DFID may request proof of purchase in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

19.8 The final invoice presented by the Supplier in connection with this Contract should be endorsed "Final Invoice".

19.9 Any invoice not presented in accordance with this clause 19 may be rejected by DFID and in any event shall be liable to query and delay in payment. DFID reserves the right to not pay any amount due in respect of an invoice received by DFID more than 90 days after the day of the Supplier becoming entitled to invoice for the payment to which it relates.

20. UNITED KINGDOM INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

20.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:

- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration;
- (b) indemnify DFID against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Protection of Information

21. INTELLECTUAL PROPERTY RIGHTS

21.1 All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the Supplier or the Supplier's Personnel pursuant to the performance of the Services ("the Material") shall be the property of the Supplier.

21.2 The Supplier hereby grants to DFID a perpetual, world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Material.

21.3 For the purpose of Clause 21.2, "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

22. SECURITY REQUIREMENTS

22.1 The Supplier shall comply, and shall procure the compliance of the Suppliers Personnel, with the Security Policy and the security plan and the Supplier shall ensure that the security plan produced by the Supplier fully complies with the Security Policy.

22.2 DFID's security policy can be accessed on the DFID website at <http://www.dfid.gov.uk/work-with-us/procurement/dfid-information-security-policy-for-contractorsconsultants/> or as notified to the Supplier from time to time. The Supplier shall ensure that they keep up to date with the latest version of the Security Policy on this website.

22.3 If the Supplier believes that a change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a change request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in discussion with the Contract Officer.

22.4 Until and/or unless a change to the Charges is agreed by DFID pursuant to clause 22.3 the Supplier shall continue to perform the Services in accordance with its obligations and for the Charges applicable prior to any change request.

23. MALICIOUS SOFTWARE

23.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available [from an industry accepted anti-virus software vendor] to check for and delete Malicious Software from the ICT Environment.

23.2 Notwithstanding clause 23.1 if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of DFID Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

23.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of clause 23.2 shall be borne by the Parties as follows:

- (a) By the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software or the DFID Data (whilst the DFID Data was under the control of the Supplier); and
- (b) By DFID if the Malicious Software originates from the DFID Software or the DFID Data (whilst DFID Data was under the control of DFID).

24. TRANSPARENCY

24.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (Clause 28), the content of this Contract is not confidential information. DFID shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

24.2 Notwithstanding any other term of this Contract, the Supplier hereby gives their consent for DFID to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

24.3 DFID may consult with the supplier to inform its decision regarding any exemptions with regard to FOIA but DFID shall have the final decision in its absolute discretion.

24.4 The Supplier shall assist and cooperate with DFID to enable DFID to publish this Contract.

24.5 The Supplier acknowledges that DFID endorses/supports the requirements of the IATI standard and shall assist and cooperate with DFID, to enable the Supplier to understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.

24.6 The Supplier shall:

- (a) publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, timely and comprehensive publishing of data, on all activities in the supply chain, in the delivery of development cooperation and humanitarian aid
- (b) provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the IATI requirements.

25. CONFIDENTIALITY

25.1 Except to the extent set out in this Clause 25 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- (a) treat the other Party's Confidential Information as confidential and safeguard it accordingly;
- (b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

25.2 Clause 25.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law applicable to the Party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations and associated codes of practice pursuant to Clause 28(Freedom of Information);
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract;
- (e) it is independently developed without access to the other party's Confidential Information.

25.3 The Supplier may only disclose DFID's Confidential Information to the Supplier's Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier's Personnel are aware of and shall comply with these obligations as to confidentiality.

25.4 The Supplier shall not, and shall procure that the Supplier's Personnel do not, use any of DFID's Confidential Information received otherwise than for the purposes of this Contract.

25.5 At the written request of DFID, the Supplier shall procure that those members of the Supplier's Personnel referred to in Clause 25.3, respectively sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

25.6 Nothing in this Contract shall prevent DFID from disclosing the Supplier's Confidential Information:

- (a) on a confidential basis to any Central Government Body for any proper purpose of DFID or of the relevant Central Government Body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

- (c) to the extent that DFID (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 25.6 (a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit Rights, its step-in rights pursuant to Clause 31 (Access and Audit), its rights to appoint a Remedial Adviser pursuant to Clause 45 (Dispute Resolution) and Exit Management rights;
- (f) on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract, and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on DFID under this Clause 25.
- (g) for the purpose of the examination and certification of DFID's accounts.

25.7 DFID shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause 25.6 is made aware of DFID's obligations of confidentiality.

25.8 Nothing in this clause 25 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

26. OFFICIAL SECRETS ACT

26.1 The Supplier shall ensure that all members of the Supplier's Personnel are aware that the Official Secrets Acts 1911 to 1989 applies to them respectively.

27. DISCLOSURE OF INFORMATION

27.1 The Supplier and the Suppliers Personnel, servants, agents or Sub-contractors, or any person acting on their behalves shall not, without the prior written consent of DFID, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by a court of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of DFID.

28. FREEDOM OF INFORMATION

28.1 The Supplier acknowledges that DFID is subject to the requirements of the FOIA, the Environmental Information Regulations and associated codes of practice and shall assist and cooperate with DFID to enable DFID to comply with its Information disclosure obligations.

28.2 The Supplier shall and shall ensure that its Sub-contractors shall:

- (a) transfer to DFID all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- (b) provide DFID with a copy of all Information in its possession, or power in the form that DFID requires within five Working Days (or such other period as DFID may specify) of DFID's request;
- (c) provide all necessary assistance as reasonably requested by DFID to enable DFID to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

28.3 DFID shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations and associated codes of practice.

28.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by DFID.

28.5 The Supplier acknowledges that (notwithstanding the provisions of Clause 28) DFID may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

- (a) in certain circumstances without consulting the Supplier;
- (b) following consultation with the Supplier and having taken their views into account;
- (c) provided always that where Clause 28.5 (a) applies DFID shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

28.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with clauses 28.7 and 28.8 and shall permit DFID to inspect such records as requested by DFID from time to time.

28.7 The Supplier shall, during this Contract and for a period of at least seven years following the expiry or termination of this Contract, retain and maintain all Information:

- (a) in accordance with the requirements of the Public Records Office and in accordance with the exercise of the degree of care that would be expected from a leading company within the relevant industry or business sector;
- (b) in chronological order;
- (c) in a form that is capable of audit;
- (d) at its own expense.

28.8 Wherever practical, original Information shall be retained and maintained in hard copy form.

29. DFID DATA

29.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to DFID Data.

29.2 The Supplier shall not store, copy, disclose, or use DFID Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by DFID.

29.3 To the extent that DFID Data is held and/or processed by the Supplier, the Supplier shall supply that DFID Data to DFID as requested by DFID in the format(s) specified by DFID.

29.4 Upon receipt or creation by the Supplier of any DFID Data and during any collection, processing, storage and transmission by the Supplier of any DFID Data, the Supplier shall take responsibility for preserving the integrity of DFID Data and preventing the corruption or loss of DFID Data.

29.5 The Supplier shall perform secure back-ups of all DFID Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Security Policy. The Supplier shall ensure that such back-ups are available to DFID at all times upon request, with delivery times as specified by DFID.

29.6 The Supplier shall ensure that the system on which the Supplier holds any DFID Data, including back-up data, is a secure system that complies with the Security Policy.

29.7 If DFID Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, DFID may:

- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of DFID Data to the extent and in accordance with the Business Continuity and Disaster Recovery Provisions specified in the Security Policy and the Supplier shall do so as soon as practicable but not later than three days following a written request from DFID; and/or

(b) itself restore or procure the restoration of DFID Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery provisions specified in the Security Policy.

29.8 If at any time the Supplier suspects or has reason to believe that DFID Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify DFID immediately and inform DFID of the remedial action the Supplier proposes to take.

29.9 Where required in accordance with the Terms of Reference (Section 3) and tender documentation, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Terms of Reference (Section 3) and tender documentation.

30. PROTECTION OF PERSONAL DATA

30.1 With respect to the Parties' rights and obligations under this Contract, the parties agree that DFID is the Data Controller and that the Supplier is the Data Processor.

30.2 The Supplier shall:

(a) process the Personal Data only in accordance with instructions from DFID (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by DFID to the Supplier during the Term);

(b) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

(c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

(d) take reasonable steps to ensure the reliability of any Supplier's Personnel who have access to the Personal Data;

(e) obtain prior written consent from DFID in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

(f) ensure that all Supplier's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 30;

(g) ensure that none of Supplier's Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by DFID;

(h) notify DFID (within two Working Days) if it receives:

(i) a request from a Data Subject to have access to that person's Personal Data; or

(ii) a complaint or request relating to DFID's obligations under the Data Protection Legislation;

(i) provide DFID with full cooperation and assistance in relation to any complaint or request made, including by:

(i) providing DFID with full details of the complaint or request;

(ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with DFID's instructions;

(iii) providing DFID with any Personal Data it holds in relation to a Data Subject (within the timescales required by DFID);

(iv) providing DFID with any information requested by DFID;

- (j) permit DFID or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 31 (Access and Audit), Supplier's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by DFID to enable DFID to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;
- (k) provide a written description of the technical and organisational methods employed by the Supplier for processing Personal Data (within the timescales required by DFID);
- (l) not Process Personal Data outside the United Kingdom without the prior written consent of DFID and, where DFID consents to a transfer, to comply with:
 - (i) the obligations of a Data Controller under the Eight Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred;
 - (ii) any reasonable instructions notified to it by DFID.

30.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause DFID to breach any of its applicable obligations under the Data Protection Legislation.

31. ACCESS AND AUDIT

31.1 The Supplier and any Sub-contractor shall keep secure and maintain until six years after the final payment of all sums due to the Supplier under the Contract, or such other period as may be agreed between the Parties, full and accurate records of the Services, all expenditure reimbursed by DFID and all payments made by DFID.

31.2 The Supplier and/or Sub-contractor shall grant to DFID, or its authorised agents, such access to those records as they may reasonably require in order to check the Supplier's compliance with the Contract and monies utilised, throughout the whole supply chain.

31.3 For the purposes of the examination and certification of DFID's accounts, or any examination under section 6(1) of the National Audit Act 1983 or annual re-enactment thereof as to the economy, efficiency and effectiveness with which DFID has used its resources, the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral or written explanations as he may reasonably require for those purposes. The Supplier shall give all reasonable assistance to the Comptroller and Auditor General for those purposes.

31.4 Clause 31.3 applies only in respect of documents relating to the Contract and only for the purpose of the auditing of DFID. It does not constitute an agreement under section 6(3)(d) of the National Audit Act 1983 such as to make the Supplier the subject of auditing under that Act.

31.5 In addition to where an audit is imposed on DFID by a Regulatory Body (in which case DFID may carry out the audit required without prejudice to its other rights) DFID may conduct an audit:

- a) to review the integrity, confidentiality and security of DFID Data;
- b) to review the Supplier's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with generally and in accordance with the Contract and any other legislation applicable to the Services.

31.6 Subject to DFID's obligations of confidentiality under this Contract, the Supplier shall on demand provide DFID (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- a) all information requested by DFID within the permitted scope of the audit;
- b) reasonable access to any Sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
- c) reasonable access to Sub-Contractors throughout the supply chain;
- d) access to the Supplier's system;
- e) access to the Supplier's Personnel.

31.7 Where it is found by DFID that any overpayment has been made to the Supplier the Supplier shall reimburse DFID such amount within 28 days of the date of DFID's written demand.

Compliance with Legal Obligations

32. PREVENTION OF FRAUD AND BRIBERY

32.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, servants, agents or sub-contractors, or any person acting on their behalf, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

32.2 The Supplier, their servants, agents or sub-contractors, or any person acting on their behalf shall not during the term of this Contract:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause DFID or any of DFID's employees, consultants, suppliers, Sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

32.3 The Supplier shall during the term of this Contract:

- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) keep appropriate records of its compliance with its obligations under Clause 32.3(a) and make such records available to DFID on request.

32.4 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 32.1 and/or 32.2, or has reason to believe that it has or any Supplier's Personnel, servants, agents or sub-contractors, or any person acting on their behalf have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

32.5 The Supplier warrants and represents to DFID that to the best of its knowledge, that neither the Supplier, Supplier's Personnel, servants, agents or sub-contractors, or any person acting on their behalf:

- (a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- (b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to DFID, whose written consent was subsequently given to such payment.

32.6 Neither the Supplier, Supplier's Personnel, servants, agents or sub-contractors, nor any person acting on their behalf shall accept for their own benefit or pass on for the benefit of partner government, recipient or end user, any trade commission, discount, voucher scheme, re-sale or similar payment or benefit in connection with this Contract.

32.7 Where the Supplier or any of its employees, servants, agents or sub-contractors, or any person acting on their behalf, does any of the acts mentioned in Clause 32.2 or commits any offence under the Bribery Act 2010, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, DFID shall be entitled:

- (a) to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any loss resulting from the termination;
- (b) to recover from the Supplier the amount or value of any such gift, consideration or commission;
- (c) to recover from the Supplier any other loss sustained as a result of any breach of this Clause 32, whether or not the Contract is terminated.

32.8 DFID and the Supplier will immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful implementation of the project, whether financed in full or in part by DFID, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.

DFID have an expert fraud investigation unit, that should be contacted in the first instance at fraud@dfid.gov.uk or +44 (0)1355 843351. All suspicions will be treated with the utmost confidentiality.

- 32.9 When exercising its rights or remedies under this Clause DFID shall:-
- (a) act proportionately in the light of the gravity and circumstances of the particular breach; and
 - (b) give all due consideration, where appropriate, to the use of remedies other than termination of the Contract.

33. ANTI-TERRORISM REGULATIONS

33.1 In accordance to the Terrorism Act 2000 and all subsequent regulations pursuant to this Act, the Supplier will assure itself to the best of its knowledge that UK funding, including financial assets or economic resources is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and any subsequent applicable terrorism legislation.

33.2 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, servants, agents or sub-contractors, or any person acting on their behalf, have at any time prior to the Commencement Date and/or during the term of this Contract appeared on the Home Office Proscribed Terrorist Organisations List.

33.3 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 33.1 and/or 33.2, or has reason to believe that it has or any Supplier's Personnel, servants, agents or sub-contractors, or any person acting on their behalf have:

- (a) been subject to an investigation or prosecution which relates to an alleged infringement of these Clauses 33.1 and/or 33.2;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts.

33.4 Where the Supplier or any of his employees, servants, agents or sub-contractors, or any person acting on their behalf, breaches any of the acts mentioned in Clauses 33.1 or 33.2 commits any offence under the Terrorism Act 2000, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, DFID shall be entitled:

- (a) to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any loss resulting from the termination;
- (b) to recover from the Supplier any other loss sustained as a result of any breach of this Clause 33, whether or not the Contract has been terminated.

34. DISCRIMINATION

34.1 The Supplier shall not unlawfully discriminate either directly or indirectly against protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010, the International Development (Gender Equality) Act 2014 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

34.2 The Supplier shall adhere to the current relevant codes of practice or recommendations published by the Equality and Human Rights Commission. The Supplier shall take all reasonable steps to secure the observance of these provisions and codes of conduct by all suppliers, employees or agents of the Supplier and all suppliers and Sub-contractors employed in the execution of this Contract.

34.3 The Supplier will comply with any request by DFID to assist DFID in meeting its obligations under the Equality Act 2010 and to allow DFID to assess the Supplier's compliance with its obligations under the Equality Act 2010.

34.4 Where any investigation is concluded or proceedings are brought under the Equality Act 2010 which arise directly or indirectly out of any act or omission of the Supplier, its agents or sub-contractors, or Supplier's Personnel, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier will indemnify DFID with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment DFID may have been ordered or required to pay to a third party.

35. TAX COMPLIANCE

35.1 Particularly relating to occasions of Disclosure of Tax Avoidance Schemes (DOTAS) in line with General Anti-Abuse Rule (GAAR), the Supplier represents and warrants that as at the Commencement Date, it has notified DFID in writing of any Occasions of Tax Non-Compliance or any litigation that is involved in that is connection with any Occasions of Tax Non-Compliance.

35.2 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify DFID in writing of such fact within 5 Working Days of its occurrence;
- (b) promptly provide to DFID:
 - (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as DFID may reasonably require.

Liabilities

36. LIMIT OF LIABILITY

36.1 Except as stated in Clause 36.2, where there has been misconduct, gross negligence, dishonesty or fraud by the Supplier or the Supplier's Personnel the Supplier's liability under this Contract shall be limited to the amount of the Financial Limit.

36.2 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any liability to the extent it cannot be limited or excluded by Law.

36.3 Subject always to Clauses 36.2; in no event shall either Party be liable to the other for any:

- a) loss of profits, business, revenue or goodwill; and/or
- b) indirect or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable or the Party has been advised of the possibility of such losses occurring.

36.4 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

37. INDEMNITY

37.1 Subject to Clauses 36.1 to 36.4 (inclusive), the Supplier shall indemnify DFID in respect of any loss, damage or claim howsoever arising out of or in consequence of negligent acts or omissions by the Supplier or the Supplier's Personnel or any claims made against DFID by third parties in respect thereof and in relation to this Contract.

37.2 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of DFID or DFID's employees, or by breach by DFID of its obligations under the Contract.

38. INSURANCE

38.1 The Supplier shall effect and maintain, and shall procure that their Sub-contractors effect and maintain, with a reputable insurance company a policy or policies of insurance providing a level of cover not less than the Financial Limit in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's and/or their Sub-contractors performance of their obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

38.2 Without limitation to Clause 38.1 the Supplier shall effect and maintain and shall procure that all agents, professional consultants and Sub-contractors effect and maintain, employer's liability insurance in respect of the Supplier's Personnel in accordance with any legal requirement from time to time in force. The Supplier shall also effect and maintain, and shall ensure that all agents, professional consultants and Sub-contractors involved in the supply of the Services effect and maintain, appropriate professional indemnity insurance cover during the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

38.3 The Supplier shall give DFID, immediately on request, copies of all insurance policies referred to in this Clause 38 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

38.4 With regard to any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982, the Supplier shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit.

Control of Contract

39. VARIATIONS

39.1 No variation to the terms or scope of this Contract shall be effective without the Contract Officer's prior written consent and recorded in writing in a formal Contract Amendment Letter (Appendix A). DFID shall have no liability in respect of work performed outside the Services set out in Section 3 (Terms of Reference).

39.2 The Supplier may request a Variation provided that:

- (a) the Supplier shall notify DFID's Representative in writing of any additional or changed requirement which it considers should give rise to a Variation;
- (b) any proposed Variation shall be fully supported by a formal, technical and commercial justification.

39.3 DFID shall, having the sole and absolute right to do so, either approve or reject any Variation proposed by the Supplier.

40. ASSIGNMENT AND NOVATION

40.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of DFID.

40.2 Subject to Clause 40.1, the Supplier may assign to a third party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Supplier under this Contract (including any interest to which DFID is liable under the Late Payments of Commercial Debts (Interest) Act 1998). Any assignment under this clause 40.2 shall be subject to:

- (a) deduction of any sums in respect of which DFID exercises its right of recovery under Clause 18 (Recovery of Sums Due);
- (b) all related rights of DFID under the Contract in relation to the recovery of sums due but unpaid; and
- (c) DFID receiving notification under both clauses 40.3 and 40.4.

40.3 In the event that the Supplier assigns the right to receive the Contract Price under clause 40.2, the Supplier shall notify DFID in writing of the assignment and the date upon which the assignment becomes effective.

40.4 The Supplier shall notify DFID of the assignee's contact information and bank account details to which DFID shall make payment.

41. WAIVER

41.1 A waiver of any of the terms and/or conditions of this Contract shall be valid only where it is agreed expressly in writing and signed by the parties. No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Default and Termination

42. FORCE MAJEURE

42.1 Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

42.2 Where the performance by the Supplier of their obligations under this Contract is delayed, hindered or prevented by a Force Majeure Event, the Supplier shall promptly notify DFID in writing, specifying the nature of the Force Majeure Event and stating the anticipated delay in the performance of this Contract.

42.3 From the date of receipt of notice given in accordance with Clause 42.2, DFID may, at its sole discretion, either suspend this Contract for up to a period of 6 months ("the Suspension Period") or terminate this Contract forthwith.

42.4 In the event that DFID does not terminate the Contract pursuant to Clause 42.3, as soon as practicable after the Affected Party issues to the other a notice of a Force Majeure Event, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

42.5 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.

42.6 If by the end of the Suspension Period the parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

43. SUSPENSION OR TERMINATION WITHOUT DEFAULT OF THE SUPPLIER

43.1 DFID may, at its sole discretion, suspend or terminate this Contract or any part of the Services, at any time by so notifying the Supplier and giving the reason(s) for such suspension or termination.

43.2 Where this Contract has been suspended or terminated pursuant to Clause 43.1, the Supplier shall:

- (a) take such steps as are necessary to terminate the provision of the Services or any part of the Services (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
- (b) provide to DFID, not more than 60 days after DFID notifies the Supplier of the suspension or termination of this Contract an account in writing, stating;
 - (i) any costs, if any, due before the date of suspension or termination;
 - (ii) costs to be expended after the date of suspension or termination which the Supplier necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.

43.3 Subject to DFID's approval DFID shall pay such amount stated pursuant to Clause 43.2 to the Supplier within 30 days after receipt from the Supplier of an Invoice in respect of the amount due.

44. SUSPENSION OR TERMINATION WITH DEFAULT OF THE SUPPLIER

44.1 DFID may notify the Supplier of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of DFID, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Supplier to remedy that dissatisfaction and the time within which it must be completed.

44.2 Where this Contract is suspended under Clause 44.1 and the Supplier subsequently fails to remedy the dissatisfaction DFID may terminate this Contract forthwith.

44.3 DFID may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:

- (a) the Supplier or any member of the Supplier's Personnel, either directly or through their servants or agents or sub-contractors breaches any of their obligations under this Contract; or

(b) the Supplier, Supplier's Personnel, servants, agents or sub-contractors, or any person acting on their behalf has committed an offence under the Bribery Act 2010 or the Terrorism Act 2000 in breach of Clauses 32 or 33 of this Contract; or

(c) the Supplier is an individual or a partnership and at any time:

- (i) becomes bankrupt; or
- (ii) is the subject of a receiving order or administration order; or
- (iii) makes any composition or arrangement with or for the benefit of the Supplier's creditors; or
- (iv) makes any conveyance or assignment for the benefit of the Supplier's creditors; or
- (v) the warranty given by the supplier pursuant to Clause 35 (Tax Compliance) is materially untrue; or
- (vi) the Supplier commits a material breach of its obligation to notify DFID of any Occasion of Tax Non Compliance as required by Clause 35 (Tax Compliance); or
- (vii) the supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of DFID, are acceptable.

(d) the Supplier is a company and:

- (i) an order is made or a resolution is passed for the winding up of the Supplier; or
- (ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Supplier.

(e) the Supplier is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the Supplier at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the Supplier are conducted in accordance with the wishes of that person.

44.4 Where this Contract is terminated in accordance with this Clause 44, the Supplier shall without prejudice to DFID's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

44.5 Where this Contract is terminated pursuant to Clause 44.3(b) the Supplier shall pay DFID within 10 days of notification by DFID, such amount as DFID shall have determined as the amount of any loss to DFID resulting from such termination together with the amount or value of any gift, consideration, commission, corruption or fraud concerned.

Dispute Resolution

45. DISPUTE RESOLUTION

45.1 The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Contract. If the matter is not resolved by negotiation within 45 days of when either Party first made contact in respect of the same, the parties will refer the dispute to mediation in accordance with CEDR (Centre for Effective Dispute Resolution in London, UK) procedures. If the parties fail to agree terms of settlement within 90 days of the initiation of the procedure the dispute may be referred to an arbitrator as agreed between the parties or failing such agreement as may be nominated by the President of the Law Society of England and Wales upon application of any Party. The initiation of the procedure is defined as the written request to CEDR by any Party for mediation provided that such request is copied to the other Party.

45.2 The decision of the arbitrator shall be final and binding on both parties.

45.3 The seat and place of arbitration shall be London.

Law

46. LAW AND JURISDICTION

46.1 This Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Compliance with Environmental Requirements

47. ENVIRONMENTAL REQUIREMENTS

47.1 The supplier shall provide the Services and any goods & equipment required under the Contract in accordance with applicable national and international laws, including those of the country or countries in which the Services or goods & equipment are to be provided, and DFID's environmental operations policy, which is to conserve energy, water and other resources, reduce waste, phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

47.2 The UK Government is committed to promoting a low carbon, high growth, global economy. The Supplier shall work with DFID and the populations that are potentially affected by its operations under the Contract regarding any environmental issues that could affect the sustainable development provisions of the [International Development Act \(2002\)](#), comply with special conditions as stipulated in the Terms of Reference and carry out any reasonable additional request to ensure the protection of the environment, society and the economy throughout the contract period.

47.3 The Supplier shall ensure it has the requisite expertise and controls to identify and mitigate all factors that may affect compliance with the conditions outlined in Clauses 47.1 and 47.2 as a result of its own operations or those of Sub-contractors working on its behalf.

47.4 The Supplier shall promptly notify DFID of any changes in potential material adverse effects from its operations under the Contract and of the occurrence of any incident or accident related to the Project that has or is likely to have a significant adverse effect on the environment.

47.5 Nothing in Clauses 47.1 to 47.3 shall relieve the obligations of the Supplier to comply with its statutory duties and Good Industry Practice.

Conflict of Interest

48. CONFLICT OF INTEREST

48.1 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.

48.2 The Supplier and the Supplier's Personnel shall notify DFID immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

48.3 The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for DFID and that undertaken for other clients. The Supplier shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against DFID, including conflicts of interest which are likely to prejudice their independence and objectivity in performing the Contract, howsoever arising.

48.4 The Supplier shall notify DFID immediately of any circumstances of which it becomes aware which give rise or potentially give rise to a conflict with the Services and shall advise DFID of how they intend to avoid such a conflict arising or remedy such situation. The Supplier shall subject to any obligations of confidentiality it may have to third parties provide all information and assistance reasonably necessary (at the Supplier's cost) that DFID may request of the Supplier in order to avoid or resolve a conflict of interest and shall ensure that at all times they work together with DFID with the aim of avoiding a conflict or remedy a conflict.

48.5 Pursuant to Clause 48.4, DFID shall have the right to require that the Supplier puts in place "Ethical Walls" and will ensure and satisfy DFID that all information relating to the Contract and to the Services and Deliverables

completed pursuant to it (to include all working papers, draft reports in both tangible and intangible form) are not shared or made available to other employees, suppliers or agents of the Supplier and that such matters are not discussed by the relevant staff with other employees, suppliers or agents of the Supplier.

48.6 In the event of a failure to maintain the "Ethical Walls" as described above arising during the course of this Contract, DFID reserves the right to immediately terminate the Contract on giving written notice to the Supplier.

Retention of Rights

49. CONSEQUENCES OF EXPIRY OR TERMINATION

49.1 Clauses 8,9,21,22,23,24,25,26,27,28,29,30,31,36,37,45 and 46 of this Section 2 and any relevant clauses listed under Section 4 (Special Conditions) shall survive the termination or expiry of this Contract.

SCHEDULE 1

Definitions

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

“Affected Party” the Party seeking to claim relief in respect of a Force Majeure Event;

“Affiliate” in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

“Central Government Body” a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

“Charges” the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 5 (Schedule of Prices);

“Commencement Date” means the date identified in Section 1 Form of Agreement.

“Commercially Sensitive Information” the information listed in Section 4 comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business of which the Supplier has indicated to DFID that, if disclosed by DFID, would cause the Supplier significant commercial disadvantage of material financial loss;

“Confidential Information” means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered to be confidential;

“Contract” means this agreement between DFID and the Supplier consisting of this Section 2 (Standard Terms and Generals) and any attached Schedules and Appendices

“Contract Amendment Letter” means the form set out in Appendix A.

“Contract Inception Report” the initial financial model in a form agreed by the Supplier and DFID in writing on or before the Commencement Date ;

“Contract Officer” means the person named in Section 4 who is responsible for all contractual aspects of the Contract.

“Contract Price” means the price, exclusive of any applicable Value Added Tax, payable by DFID to the Supplier, as set out in Section 3 (Schedule of Prices) for the performance of the Services and its obligations under this Contract but before taking into account the effect of any adjustment of price in accordance with Section 5 (Schedule of Prices).

“Contracting Authority” any Contracting Authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations other than DFID;

“Crown Body” any department, office or agency of the Crown;

“Data Controller” shall have the same meanings as set out in the Data Protection Act 1998;

“DFID Data” means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of DFID; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which DFID is the Data Controller;

“DFID System” DFID's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by DFID or the Supplier in connection with this Contract which is owned by DFID or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for DFID to receive the Services;

“Data Processor” shall have the same meaning as set out in the Data Protection Act 1998;

“Data Protection Legislation” means the Data Protection Act 1998 and all other applicable laws and regulations relating to the processing of personal data and privacy, including without limitation, the guidance and codes of practice issued by the Information Commissioner;

“Data Subject” shall have the same meaning as set out in the Data Protection Act 1998;

“Default” any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

(a) in the case of DFID, of its employees, servants, agents; or

(b) in the case of the Supplier, of its Subcontractors or any Supplier Personnel, in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other;

“Dispute” any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

“Employment Business” means an employment agency is an organization which matches employers to employees. In all developed countries there is a publicly funded employment agency and multiple private businesses which also act as employment agencies.

“Environmental Information Regulations” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

“Ethical Walls” means a process for avoiding conflicts of interest by limiting disclosure of information to certain individuals within an organisation, thereby building a metaphorical wall between the holders of information and colleagues who represent interests or hold opinions which conflict.

“Euro Compliant” means that:

(i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect DFID's business;

(ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and

(iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

(a) be able to perform all such functions in any number of currencies and/or in euros;

(b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;

(c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;

(d) incorporate protocols for dealing with rounding and currency conversion;

(e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and

(f) permit the input of data in euro and display an outcome in euro where such data, supporting DFID's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

"Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Supplier cannot reasonably be expected to provide, which are financed or provided by DFID for use by the Supplier.

"Exit Management" services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to DFID and/or a Replacement Supplier.

"Exit Plan" the plan produced and updated by the Supplier during the Term in accordance with Terms of Reference;

"Financial Limit" means the amount specified in Section 1 and is the maximum amount payable by DFID under this Contract for the receipt of the Services.

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.

"Force Majeure Event" any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel, servants, agents or sub-contractors, or any person acting on their behalf or any other failure in the Supplier's or a Sub-contractor's supply chain;

"Force Majeure Notice" a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

"Good Industry Practice" at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like DFID, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others.

"HM Government Cyber Essentials Scheme" means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

"IATI" means the International Aid Transparency Initiative standard and is a technical publishing framework allowing data to be compared. It is designed to report forward-looking aggregate budget information for the reported organisations, and planned future budgets to recipient institutions or countries.

"Information" has the meaning given under Section 84 of the Freedom of Information Act 2000; including all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

"Intellectual Property Rights" or "IPRs"

(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;

(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(c) all other rights having equivalent or similar effect in any country or jurisdiction;

“Key Performance Indicators” means a set of quantifiable measures that DFID and Supplier will use to measure the performance of the Services provided by the Supplier under the Contract (as defined in Section 3 Terms of Reference).

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Licensed Software” all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to DFID for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;

“Malicious Software” any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

Milestone” an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;

“Milestone Payment” a payment identified in Section 5 to be made following the issue of a Milestone Achievement Certificate;

“Occasion of Tax Non-Compliance” means:

(a) Any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:

(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle:

(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

(b) Any tax return of the Supplier submitted to a Relevant Tax Authority on or after October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud evasion.

“Parties” and “Party” have the meanings respectively given in Section 1 of this Contract;

“Performance Indicators” the Key Performance Indicators and the Subsidiary Performance Indicators;

“Personal Data” personal data (as defined in the Data Protection Act 1998) which is Processed by the Supplier or any Sub-contractor on behalf of DFID or a Central Government Body pursuant to or in connection with this Contract;

“Process” has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing;

“Prohibited Act” has the meaning;

(a) to directly or indirectly offer, promise or give any person working for or engaged by DFID a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) an offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

(ii) under legislation or common law concerning fraudulent acts; or

(iii) defrauding, attempting to defraud or conspiring to defraud DFID; or

(d) any activity, practice or conduct which would constitute one of the offences listed under

(e) above if such activity, practice or conduct had been carried out in the UK;

"Project" means a set of co-ordinated activities, with definite starting and finishing points, undertaken by an individual or team to meet specific objectives within defined time, cost and performance parameters

"Project Officer" means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract;

"Regulatory Bodies" means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of DFID and "Regulatory Body" shall be construed accordingly;

"Relevant Requirements" all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority" means HM Revenue & Customs, or, if applicable, a Tax Authority in the jurisdiction in which the Supplier is established.

"Replacement Services" any services which are the same as or substantially similar to any of the Services and which DFID receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by DFID internally and/or by any third party;

"Replacement Supplier" any third party service provider of Replacement Services appointed by DFID from time to time;

"Request for Information" a request for information or an apparent request under the FOIA, the Environmental Information Regulations and associated codes of practice;

"Security Policy" means DFID's security policy, which can be accessed on DFID's website at <http://www.dfid.gov.uk/work-with-us/procurement/dfid-information-security-policy-for-contractorsconsultants/> or as notified to the Supplier from time to time;

"Services" means the services set out in the Terms of Reference (Section 3).

"Sites" any premises (including DFID premises, the Supplier's premises or third party premises):

(a) from, to or at which:

(i) the Services are (or are to be) provided; or

(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or

(b) where:

(i) any part of the Supplier System is situated;

(ii) any physical interface with DFID System takes place;

"Staff Vetting Procedure" means DFID's procedures and departmental policies for the vetting of Personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989.

"Software" Specially Written Software, Supplier Software and Third Party Software;

"Sub-contract" any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

"Sub-contractor" means any third party employed by the Supplier in the provision of Services;

"Successor Body" means a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Authority;

"Supplier" means the person(s), partnership(s) or company (ies) with whom this Contract is placed.

"Supplier Background IPRs" means;

(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or
(b) Intellectual Property Rights created by the Supplier independently of this Agreement, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;

"Supplier's Personnel" means any person instructed pursuant to this Contract to undertake any of the Supplier's obligations under this Contract, including the Supplier's employees, agents and sub-contractors.

"Supplier Software" Supplier Software (including open source software) that:

(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
(b) has a Non-trivial Customer Base;

"Supplier System" the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding DFID System);

"Term" the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Contract;

"Third Party IPRs" Third Party IPRs that:

(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
(b) has a Non-trivial Customer Base;

"Unincorporated Consortium" means groups of economic operators, including temporary associations, may participate in procurement procedures and shall not be required by contracting authorities to have a specific legal form in order to submit a tender or request to participate ([The Public Contracts Regulations 2015 – Economic Operators 19.3](#)).

"Variation" means a properly executed variation to the Contract in compliance with Condition 38.

"Working Day" any day other than a Saturday, Sunday or public holiday in England and Wales.

Appendix A. Contract Amendment Letter

Department for International Development

Abercrombie House
Eaglesham Road
EAST KILBRIDE
Glasgow
G75 8EA

Telephone: East Kilbride 01355 84 4000

Directline: 01355 84 [

File Ref: [

Date: [

Contract Amendment No: [

CONTRACT FOR: [

CONTRACT NUMBER: [

With reference to the contractual letter dated [(as most recently amended by the letter dated [) whereby your firm [(in association with [) was engaged to [and with reference to your letter[s of [and subsequent discussion, I confirm that the UK Government wishes to make the following [further amendment[s to the letter of [:

[

2. [These/This amendment[s relate[s to [

3. Please confirm in writing by signing and returning one copy of this letter, within 15 working days of the date of signature on behalf of DFID that you accept the amendment[s set out herein.

4. Please note the provision in the contractual letter that the financial limit of the UK Government's liability to the Supplier under this engagement shall not exceed the sum specified unless the amount of any such excess has been agreed by the Department for International Development in writing before the Supplier takes any action which might result in the financial limit being exceeded.

For and on behalf of the
Secretary of State
for International Development

Name: [

Position:

Signature:

Date: [

For and on behalf of

Name: [

Signature:

Date:

(March 2014)

Appendix B. Terms & Conditions Cross-reference (old reference linked to new)

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TERMS OF REFERENCE

Terms of Reference

Consultancy Services for Climate Friendly Interventions, Policies, Capacity Building and Sustainable Governance under The UK-KMC Memorandum of Understanding (MOU) on Low Carbon and Climate Resilient Kolkata

1. Background

During British Prime Minister David Cameron's visit to Kolkata on 14 November 2013, the UK Government signed a Memorandum of Understanding (MOU) with the Kolkata Municipal Corporation (KMC) on low carbon and climate resilient Kolkata. Through this initiative, the KMC intends to work with the UK Government to mainstream climate change within its plans to help it reduce greenhouse gas emissions, respond to the impacts of the changing climate and generate new economic opportunities.

2. Introduction

The Department for International Development (DFID) is the UK Ministry that manages Britain's aid to poor countries and works to alleviate world poverty. DFID is working to reach the Millennium Development Goals (MDGs), the international targets agreed by the United Nations (UN) to halve world poverty by 2015.

KMC is committed to play a leading role in mainstreaming the low carbon and climate change resilient interventions in the city as it has the widest interface with the citizens and constitutional mandates to ensure a better place of living for them.

The joint plan of action under this programme has identified a range of activities within the following broad themes.

- I. **Preparation of a Roadmap for low carbon and climate resilient development of Kolkata**, which includes a wide range of interventions at policy and implementation levels
- II. **Sensitisation programme** for Councillors and Members of Mayor-in-Council on climate change and green growth of Kolkata
- III. **Strategies to strengthen institutional capacity of KMC** to implement the Roadmap and improve overall governance in response to the challenges and opportunities of climate change

3. Objective

DFID's support to KMC requires consultancy service to help KMC in achieving low carbon and climate resilient development in the city. The specific objective under this Terms of Reference is to provide technical assistance to KMC on following climate positive interventions mentioned and integrate them within policies of relevant departments of the KMC and the State Government.

- I. Preparation of Policy and Guidelines for the promotion of climate-smart Built Environment in Kolkata
 - Comprehensive Policy and Guidelines for the Green Buildings
 - Preparation of a Comprehensive Guideline for the Rooftop and Vertical Gardening Scheme
- II. Preparation of Strategy and Guidelines for climate-smart City Mobility in Kolkata
- III. Preparation of Strategy and Action plan for Strengthening KMC's role to address climate-induced Public Health Hazards (vector borne, diarrhoeal and respiratory diseases)
- IV. Preparation of a climate-induced Multi-Hazard Disaster Management Plan for the KMC
- V. Preparation of a City Business Plan for the promotion of Green Economy in Kolkata
- VI. Preparation of a Business Model for setting up a Help Desk cum Green Building Demonstration Unit to promote and facilitate low carbon and energy efficiency measures in KMC area
- VII. Preparation of Climate-friendly Ward Action Plan for 15 KMC Boroughs
- VIII. Strategies for climate-smart Land Use Control And Development
- IX. Comprehensive Citizen Interface Plan
- X. Comprehensive Investment Plan
- XI. Preparation of at least two DPRs for Pilot Schemes aiming at innovative and sustainable interventions in the following areas
 - a. integrated solution for municipal services in KMC-registered urban slums (clean drinking water,

- sanitation, renewable energy to provide electricity to the slums, capacity building programme for women of the slum on eco-friendly livelihood option)
- b. water body restoration and beautification, green space restoration and beautification, blighted area development, green vending zone, vertical and rooftop gardening in noted public buildings in Kolkata etc
- XII. Advocacy Paper for Government of India on **Initiatives for Climate-smart Megacities** which will be a snapshot of all the interventions done under the programme (an abridged version of deliverable XIII containing descriptions of initiatives, infographics, illustrations and relevant photographs; Service Provider to deliver 1000 copies of colour printed booklet)
- XIII. Final production of the “Low Carbon and Climate Change Road Map” Document
- a. Few more consulting assignments are going on concurrently under this programme. The Service provider to prepare the final Road Map document integrating deliverables of all these assignments. However the content, chapterisation plan and other production specifications would be finalised in consultation with the programme management team at British Deputy High Commission, Kolkata.
- b. The Service provider would be responsible for the final production of 2000 colour printed hard bound copies and 2000 CDs of the Road Map Document.

4. The Recipient

The KMC will be the primary recipient and beneficiary of the proposed consultancy.

5. Scope of Work

This terms of reference (ToR) is to invite consultancy services which would include various activities. The Service Provider will be expected to deliver the following tasks;

6. Detail Scope of Work

6.1 Task 1: Preparation of Policy and Guidelines for the promotion of climate-smart Built Environment in Kolkata

- A. For this current ToR, “Green Buildings” are those legal built establishments (including the areas within their boundary) that; a) use eco-sensitive design and building materials, b) consume less conventional energy to operate and use alternative & renewable energy resources, c) contribute fewer emissions of Green House Gases to the environment, d) conserve and wisely use water (harvest, reduce, reuse & recycle), e) generate less solid waste and dispose them properly after primary treatment, f) enhance plants and foliage coverage (including rooftop garden) and provide more comfortable and productive environments for their inhabitants. Therefore the proposed policy and guideline should cover all these aspects.
- B. The proposed policy and guidelines would include all types of building, i.e. residential, commercial and institutional. This would include all size of buildings under private and government ownership.
- C. The proposed policy and guidelines should address both existing and new developments.

Deliverables

- i. The Service provider to recommend Policy and Guidelines to Promote Green Buildings.
- The Service provider to recommend intervention strategies for short-term (less than 3 years), medium-term (within next 3-5 years) and long term (within next 5-10 years).
 - The Service provider to develop a norms and rating tool for the green buildings in Kolkata
 - The Service provider to recommend simple and innovative measures having significant impact and short turnaround time.
- ii. The Service provider to prepare a Comprehensive Guideline for Rooftop and Vertical Garden
- iii. The proposed policy, guidelines and norms should be aligned with Green Rating for Integrated Habitat Assessment (GRIHA) and other international guidelines such as Leadership in Energy and Environmental Design (LEED) and Building Research Establishment Environmental Assessment Methodology (BREAM) and should aim at contextualising the same for its adoption and better implementation in the city and the state.

- iv. The Service provider to organise at least one Stakeholders Consultative Meet to present and consult stakeholders and should facilitate adoption of the policies and guidelines by the State Government. A set of recommendations on various incentives and regulatory changes that can be instituted to encourage individuals/firms to incorporate green design in their constructions.
- v. Besides selected officials from KMC and relevant other State Government Departments and agencies, the Service provider to organise sensitisation and capacity building programme on eco-effective designs for the empanelled architects, engineers and builders and developers. Two training programmes should be conducted, for 25 to 30 professionals and executives in each batch, at Kolkata. The sensitisation and capacity building should include;
 - a. Climatically adapted, eco-efficient building design
 - b. Use of environmentally friendly building materials
 - c. Use of renewable energy sources at the local level
 - d. Reduction in energy use
 - e. Rain Water harvesting and water conservation
 - f. Recycling and waste minimization
 - g. Landscaping and garden design
 - h. Safety from earthquakes and climate induced hazards
 - i. Space optimization
 - j. Design adaptation for climate change and reduction in heat island effect
 - k. Environmentally friendly physical infrastructure design
 - l. Integration of modern green building principles into traditional architectural designs in Kolkata
- vi. The Service provider to prepare virtual representation of the key recommendations using multi-media, 3D animation etc.

6.2 Task 2: Preparation of Strategy and Guidelines for climate-smart City Mobility in Kolkata

The urban space of Kolkata city has a highly complex traffic pattern characterized by a multimodal public and private mass transport system. A mobility crisis begins to build up in a city when a large share of its daily trips is made by personal vehicles during peak mobility hours that occupy more road space but carry fewer people, pollute more, and edge out walkers, bicycles, buses and intermediate public transport. There are signs of this crisis emerging in Kolkata. Growing dependence on personal vehicles during high traffic time is already showing one of its worst impacts – traffic gridlock on all the major arterial roads of the city.

A Comprehensive City Mobility Plan (CCMP) prepared by the KMDA, in 2001, which includes proposal for major mass rapid transport and mobility interventions in the city. However it is noteworthy to mention that limited policy and regulatory power are vested with the KMC for implementing any environment-positive mobility plan. The transport and the traffic management are not under KMC's operational control. Multiple stakeholder are involved who deal in city mobility hence it is important to map their respective roles and interventions, at the beginning, while approaching this tasks.

Deliverables

- i. The Service provider to map the multiple stakeholders, their roles and interventions.
- ii. The Service provider to identify scope and options for reduction in energy consumption for energy efficient traffic operations and transport service deliveries that can be realistically and sustainably achieved in short term (less than 3 years), in medium term (3-5 years) and in longer term (5-10 years). A suitable zoning exercise may be done to implement feasible recommendations based on ground reality and traffic characteristics and trends in the respective zones.
- iii. The Service provider to recommend simple and innovative measures having significant impact and short turnaround time. Recommendations should be synchronised with the on-going interventions to improve mass rapid transit system in the city.
- iv. Recommendations should be given considering the sensitivity involved in issues like street vending and encroachments.
- v. The Service provider to assess feasibility to use the water surface of river and canal networks and their banks to implement sustainable mobility solutions in the city
- vi. The Service provider to assess potential of introducing non-motorized vehicles and shared transport
- vii. The Service provider to identify scopes of developing new corridors for walkways, non-motorized bicycling routes etc.

- viii. The Service provider to recommend innovative parking designing, rotary and junction designing, underpass, foot over bridges, speed segregated lanes on major roads and other innovative measures to improve the city mobility
- ix. The Service provider to review the Comprehensive City Mobility Plan (CCMP) prepared by the KMDA, in 2001, and should suggest suitable recommendations to integrate climate smart measures.
- x. The Service provider to organise at least one Stakeholders Consultative Meet to present the recommendations with the key stakeholders like Transport Department, Government of West Bengal, Urban Development Department, Government of West Bengal, Kolkata Traffic Police, PWD, KMC, Port Trust Authority, Railways, Metro Rail, Irrigation Department, Government of West Bengal etc. for validation and adoption of the policies and guidelines by the State Government.
- xi. The Service provider to organise sensitisation and capacity building programme on eco-effective city mobility for the selected officials and elected representatives from KMC and other related State Government Departments and agencies. Two training programmes should be conducted, for 25 to 30 professionals and executives in each batch, at Kolkata. The sensitisation and capacity building should include;
 - a. Strategic challenges in low carbon city mobility and innovative sustainable mobility approaches
 - b. Network & Mobility Management
 - c. Innovation in roadside utility designing for smoother and low carbon mobility
 - d. Clean Vehicles and Public Transport
 - e. Reduction in energy use
 - f. Landscaping and aesthetic city mobility
 - g. Road Safety and reduced barrier
 - h. Space optimization
 - i. Design adaptation for climate change and reduction in heat island effect
- xii. The Service provider to prepare virtual representation of the key recommendations using multi-media, 3D animation etc.

6.3 Task 3: Preparation of Strategy and Action plan for Strengthening KMC's Role to Address the Climate-induced Public Health Hazards (vector borne, diarrhoeal and respiratory diseases)

Climate change is a threat to global public health. It induces vector-borne diseases like malaria, kala-azar, dengue, chikungunya, encephalitis and diarrhoeal diseases including cholera and respiratory diseases. The exposures to these diseases make people vulnerable with potential impact on the life and livelihood. Evidently, people in Kolkata have high exposure to these diseases due to various natural and demographic factors. KMC have significantly important mandate to provide public preventive and curative health services, especially for the poor. Thus, it has become imperative to strengthen KMC's response strategy to combat climate induced diseases, especially diarrhoea/cholera, vector-borne diseases and respiratory diseases to meet the impending challenges.

Deliverables

- i. The Service provider to identify scope and options for strengthening KMC's health interventions based on pattern of disease outbreak, its seasonality, geo-spatial location etc.
- ii. The Service provider to recommend how KMC will contend with the outbreak of vector and water borne diseases, new breeding sites of vectors, pathogens and bacteria, occurrence of new and emerging diseases, and increase in mortality due to extreme events caused by climate change.
- iii. The Service provider to recommend measures to improve disease surveillance, vector surveillance, water quality surveillance, and identification of other warning signs of communicable diseases. The proposed recommendations should include measures for seasonal mapping and subsequent planning for the prevention and management of communicable diseases at the Borough and ward level. The Service provider may recommend scientific modelling and prediction system to identify vulnerable communities with limited capacity to adapt to various health-related stresses.
- iv. The Service provider to recommend systematic, scientific and modern outbreak investigations and control measures.
- v. The Service provider to recommend suitable infrastructure development measures particularly for water supply, sewerage and drainage.
- vi. The Service provider to recommend how KMC should formalise its network with other public and private sector healthcare facility providers to reinforce health service infrastructure.

- vii. The Service provider to recommend how activities should be integrated with weather warning systems to plan for advance procurement and pre-positioning of stocks of vaccines, medicines and issuing health alerts for communities.
- viii. The Service provider to recommend simple and innovative measures having significant impact and short turnaround time by involving change agents at the local level such as Councillors youth clubs, schools and business groups etc. Suitable strategy recommendations should be given for strengthening KMC's response mechanism for deeper and faster community outreach.
- ix. The Service provider to organise at least one Stakeholders Consultative Meet to present the recommendations with the key stakeholders for validation and adoption of the recommendations and guidelines by the KMC and other related State Government Departments and agencies.
- x. The Service provider to organise sensitisation and capacity building programme on eco-effective city mobility for the selected officials and elected representatives from KMC and other related State Government Departments and agencies. Two training programmes should be conducted, for 25 to 30 professionals and executives in each batch, at Kolkata.

6.4 **Task 4: Preparation of a Climate-induced Multi- Disaster Management Plan for the KMC**

Kolkata ranks high on the list of cities most vulnerable to climate change-induced disaster. The symptoms are visible as the city has been witnessing storms, and cyclones, extreme temperature and rainfall variations. These could have potential impact on the city ecosystem, human health, economy, supply chains and infrastructure. Kolkata is already under heat stress for about 8-10 months a year. The city has a locational disadvantage to become exposed to climate induced threats as it is also close to the Sunderbans which is vulnerable to storm surges and rising sea level. On the other hand, being a very old city with deficiency in infrastructure and thick population pressure; Kolkata's adaptive capacity is also very low. Therefore it is essential for KMC to prepare a disaster management plan to become adaptive and climate ready. The proposed disaster risk management plan would become an integral component of KMC's climate change adaptation programme.

The Service provider will review the implications of climate change for extreme weather in the city and will analyse the preparedness and ability of KMC to mitigate and manage the impact of those extreme events. It recommends a variety of measures in the areas of infrastructure, inter and intra departmental coordination, information management, financial and fiscal policy, disaster risk mitigation, and emergency preparedness and management to reduce current and future vulnerabilities taking into account the on-going disaster risk management efforts.

The proposed disaster management plan would look into the following aspects.

- **Threats and Hazard Identification.** Exhaustive mapping of all the climate-induced hazards, their occurrence pattern, unpredictability and potential impact on life and livelihood.
- **Risk and Disaster Assessment.** Perform credible risk assessments using scientifically valid and widely used risk assessment techniques. This assessment would further be detailed out at the Borough and Ward levels based on their geo-spatial characteristics, demographic and socio-economic profiles.
- **Preparedness Assessment.** Assessment of gaps in terms of policy, plan, strategy, institutional arrangements, operations, MIS, infrastructure, civil society involvement, financial investments, awareness and skills etc. This should be done considering extreme and unprecedented events and their potential impacts.
- **Planning for Preparedness and Adaptive Strategies.** Recommendations and guidelines for KMC to be prepared with preventive, protective, responsive and recovery strategies and action plans. This should be a multi stakeholder action plan with KMC at the converging node. This plan would further be detailed out at the Borough and Ward levels.

Deliverables

- i. The Service provider to carry out a Multi Hazard (climate-induced) Mapping and Analysis
 - To identify and review relevant data sources to be used for conducting the hazard assessment in the study area, viz. all existing hazard maps (available in digital and printed forms) of the study area, previous assessments i.e. research publications, local knowledge, socio-economic databases and survey materials that are already available with the various government departments, research institutions, civil society organisations, UN, bi lateral and multi-lateral agencies and individual experts working in this field.
 - To visualise and establish climate change hazard scenarios (short term, medium term and long term) for the region based upon historical information on all major hazard events over the past 100 years, in terms of its nature, geographical distribution, severity and frequency. Extreme events and their potential consequences should also be analysed and Ward/Borough level indexing should be done for the city.

- To incorporate data from satellite imagery, aerial photographs and use GIS & other IT enabled analytical methods to clearly represent the consolidated data collected and show the results based upon analysis of various scenarios. In addition, incorporate information available with National and State Government agencies/other organizations.
 - To provide adequate scientific analysis in respect of causation, frequency and magnitude while establishing their probabilities by using models.
- ii. The Service provider to carry out Development of Exposure Database at City level with resolution of ward level
- To develop the exposure database at City level.
 - To remove erroneous errors from data and to present accuracy analysis
- iii. The Service provider to carry out Vulnerability Assessment (Physical, Economic, Social and Environment)
- To conduct field assessment of physical vulnerability, which should include house types, critical infrastructure and lifelines (such as roads, carriage way, power, communication, drainage and water supply system), and essential facilities such as schools, hospitals, and public buildings, shopping malls, stadiums from the structural point of view. The structural analysis data should be further correlated with the level of compliance with the building regulations, which shall be covered by field survey/visits. A proper classified and representative sampling method should be adopted for conducting the field survey.
 - To conduct detailed assessment of economic vulnerability at the City level: This will include assessment of disaster impact on business, industries, residential (including slums), commercial, roads, handicrafts, and other sources of livelihoods in statistical and analytical terms. The assessment should also look at the impact on economy due to in and out migration in a city as a consequence of disaster within or outside city boundaries. The informal sector within the city should also be studied. New economic developments in the city, for example, growth of tourism, industries, and service sector, and its implications for natural resources and environment.
 - To conduct detailed social vulnerability assessment: This will include the study of the population profile of the city, identification of the vulnerable groups and their level of access to basic services and livelihood. The assessment should also include vulnerabilities associated with gender, weaker sections, infants, children and the elderly, single parent families, women, widows, mentally and physically handicapped people, sick people, and other poor communities.
- iv. The Service provider to carry out Risk Assessment
- To estimate economic/financial loss and damage; e.g. scenarios for loss to various categories/types of buildings, residential, industry, commercial, shelter, infrastructure and other facilities. To correlate loss and damage data with the recent events.
 - To identify potential risk based on climate change especially related to health sector.
 - To identify high risk areas
 - To develop a Risk Matrix at Borough/Ward level
 - To generate the mortality, injury scenarios and other disease outbreaks including projections of potential losses to various sectors in different hazard zones.
 - To estimate response and rehabilitation needs particularly focusing on people needing food, shelter, rescue/evacuation and first aid etc.
 - To develop the risk atlas
- v. The Service provider to carry out Capacity Assessment at ward, Borough and city levels
- Capture the capacities of existing government institutions, emergency service providers and social institutions at wards and city levels to manage risks.
 - Compile and analyse information regarding the various stakeholders and their present responsibilities for climate-induced disaster response. The Service provider to study existing practices, legal provisions and operational mechanism for a multi-agency response during any event of climate-induced disaster in the city
- vii. The Service provider, based on above assessment, to design a City level action plan for disaster management.
- viii. The plan should be made on the thematic pillars of;
- **prevention** (long term adaptive strategies and plans that would contribute in reducing frequency and intensity of occurrences and their impacts)
 - **protection** (forecasting/early warning, evacuation, shelter, creating resilient infrastructure, protection of private and public properties, basic services, protection of vulnerable groups etc.)
 - **response** (inter agency operational coordination, information management, critical transport, life-saving health and trauma care, supply chain of basic consumables and utility goods, fatality management, search and rescue, and public health etc.)

- **recovery** (basic services restoration, inter agency cooperation, civil society/NGO participation, community resilience, livelihood restoration, social security, insurance)
- i. The Service provider to recommend simple and innovative intervention options that can be realistically and sustainably achieved in short term (less than 3 years), in medium term (3-5 years) and in longer term (5-10 years).
 - ii. The Service provider to assess value engineering propositions to make the routine infrastructure investments (drainage, sewerage, power, roads etc.) more climate resilient.
 - iii. The plan should be in alignment with the West Bengal Disaster Management policies and operational guidelines.
 - iv. The plan should be in alignment with the West Bengal State Action Plan on Climate Change
 - v. The Service provider to design an Institutional framework harmonising the strategic and operational roles of the multiple stake-holding agencies and organizations. KMC should be the convergent point in this framework.
 - vi. The Service provider to organise at least one Stakeholders Consultative Meet to present the recommendations with the key stakeholders for validation and adoption of the recommendations and guidelines by the KMC and other related State Government Departments and agencies.
 - vii. The Service provider to organise sensitisation and capacity building programme on eco-effective city mobility for the selected officials and elected representatives from KMC and other related State Government Departments and agencies. Two training programmes should be conducted, for 25 to 30 professionals and executives in each batch, at Kolkata.

6.5 Task 5: Preparation of a City Business Plan for the Promotion of Green Economy in Kolkata

One of the key objectives of this UK-KMC programme is to address the key challenges and priorities for climate change mitigation and adaptation for the city's economy, livelihood and poverty reduction. The project intends to identify skills needed for greener investments with respect to structural shifts, and new, emerging and changing occupational profiles. One of the operational strategies proposed in the on-going program is to indicate a road map, in form of a city business plan (CBP), for bridging the demand-supply gap of vocational skills for green jobs in the city. CBP is an operational tool for mapping green economic development opportunities of city, enabling effective interface between government agencies and business communities for attracting investment in these green sectors and stimulate business climate. It is aimed to identify skill gaps and design and implement market based skill and enterprise development programs. The CBP will also provide a roadmap for enterprise development, promote local business opportunities and streamline the approval processes for business start-ups in.

Deliverables

- i. The Service provider to prepare a City Business Plan (CBP), for the promotion of green economy, as an operational tool to:-
 - Isolate comparative and competitive advantages of the city and guide the private sector and business community to identify core economic competitiveness of Kolkata for green and climate-positive investments.
 - The Service provider to identify potential and viable green areas of investments including natural capital.
 - The Service provider to recommend a productive green investment framework involving KMC, PCB, Department of Industry and Commerce, Department of Labour, financial institutions and other line departments.
 - The Service provider to recommend value chain linkages of local MSMEs and make strategic recommendations to enhance their profitability and sustainability
 - The Service provider to recommend procedural reforms needed at KMC and other line departments to encourage investments in green economy in the city/state.
- ii. The Service provider to prepare a Market Scan Report (based on primary survey of industries and secondary reports) which would estimate demand for, and supply of, skills for viable green jobs in the Kolkata economy. Based on reliable secondary sources report, the Service provider needs to forecast the potential investment in green sector in the city economy around which the skill training, entrepreneur development, forward and backward linkages could be developed. This would involve identification of vocational training needs for skilled labours across various sectors.
- iii. The Service provider to prepare a Skill & Livelihood Development Action Plan for KMC to recommend how KMC can mainstream green jobs, converging it with existing skill development and livelihood interventions, to mitigate poverty and vulnerability. The Service provider to prepare a strategy for strengthening existing and new SHGs formed under SJSRY, KEIP and Livelihood Mission by integrating the proposed interventions for green skilling and

livelihood development. This should also recommend strategies for reviving the non-operational groups and their convergence in the viable green schemes and other investment.

- The action plan should set out targets for next ten years for skill training, job linkage and enterprises development to meet the estimated job potential.
 - The Service provider to recommend technologically feasible and economically viable schemes for creating assets and utilities from municipal waste involving these groups¹
 - The Service provider to recommend how KMC can strengthen its institutional linkages and associations with various government and non-government agencies to collaborate for resource convergence, designing training modules, implementing accredited training programmes and job-linking of the trained persons.
- iv. The Service provider to recommend the Curriculum and Content of Training Modules for Developing Skills and Entrepreneurships for Green Jobs.

6.6 Task 6: Business Model for Help Desk to Promote Low Carbon and Energy Efficiency Measures in KMC area

With the introduction of rooftop solar guidelines and other policies towards green growth of Kolkata, a Helpdesk would be quintessential for KMC to furnish information and provide advice to stakeholders and citizens to implement low carbon and climate-friendly measures. The Helpdesk would also work as a catalyst for streamlining the approval of plans for the green buildings. The desk would also be a window to disseminate information on the relevant policies, fiscal incentives, schemes of KMC and other government agencies. It would guide citizens and real estate developers to find technology solutions and would facilitate interaction between the entrepreneurs and commercial vendors dealing in new and innovative technologies for green solutions. There should also be an interactive web-window, either dedicated or hosted within the KMC web port.

Deliverables

- i. The purpose of the Helpdesk would be to enable citizens and business to adopt climate-friendly actions
- ii. The Service provider to recommend and set up a suitable institutional structure and operational procedures for the Helpdesk
- iii. The Service provider to recommend and set up the functions, multi-modal outreach and access options for the Helpdesk
- iv. The Service provider to recommend and set up criteria for accreditation and empanelment of the technology and service providers
- v. The Service provider to work with the KMC to introduce a revenue and business model for the Helpdesk to be self-sustained
- vi. The Service provider to recommend and set up a comprehensive online interface which would be dynamic and interactive. This may contain virtual demonstrations on green building, rooftop garden and other eco-friendly measures. This may also have list of technology solutions, service providers, catalogues of products, coordinates of green professionals, service providers etc. with an aim to guide users adopt policies and regulatory framework for green growth of Kolkata.

6.7 Task 7: Preparation of Climate-friendly Ward Action Plan for 15 Boroughs

The UK-KMC programme envisages a larger role for the Councillors to spearhead implementation of the climate-smart interventions at Ward level. A process-oriented approach to address the climate issues with innovative and simple interventions, involving citizens and CSOs, would yield faster and visible results to make the city resilient. A Green Ward Scheme has been conceived by the KMC which would enable the Councillors to access financial grant for outstanding performance in climate-smart interventions under the proposed Ward Action Plan.

Deliverables

- i. The Service provider to select one Ward from each of the 15 Boroughs of KMC. The criteria for selection of Ward should be based on a set of environmental and climate-smart indicators and should be done in consultation with the respective Borough Chairman.
- ii. Once selected, the Service provider to approach the Ward Councillor and subsequently would involve local citizens' forum, CSOs, youth clubs schools, health institutions, local experts etc. to identify issues and priorities. An evidence based baseline should be created at this stage for benefit monitoring.

¹ The Service provider should align its recommendations with the SWM report

- iii. The Service provider to prepare a one year Action Plan to mitigate the issues. Considering the time and resource limitations, the Service provider should suggest simple, innovative and sustainable measures.
- iv. The Consultant to prepare a Community Mobilisation strategy under each of the Borough Action Plans
- v. The interventions could be for restoring city landscape, conservation and wise use of water bodies and green pockets, creation of green verges, blighted area redevelopment, bio-diversity conservation, waste management, energy savings, promotion of green livelihood, energy-smart mobility, awareness building etc.
- vi. For sustaining this at the KMC level, a Member of Mayor-in-Council (MMIC) led institutional arrangement should be set up. S/he should take proactive initiative to motivate other Councillors, and to monitor implementation round the year.
- vii. The Action Plan should also identify the Task force members, at Ward/Borough level, and their roles and responsibilities should be specified to implement the Ward Action Plans. The Councillor should be designated as the Action Plan Champion and his leadership role should be specified.
- viii. There should be formal dissemination of the Action Plan at the Ward level.

6.8 Other Deliverables

- i. The Service provider to recommend strategies for climate-smart land use control and development.
 - This should recommend suitable strategies for zoning, conservation of green areas, parks and water bodies, restoration of canals for reducing heat island effect.
 - This should recommend suitable strategies for a) conserving and developing green spaces, b) conserving and restoring water bodies, ponds and canals and c) aesthetic redevelopment, beautification and restoration of blighted areas and public places.
 - These recommendations should be made in tandem with the State Urban Strategy, Land Use & Development Control Plan, City Development Plan, City Mobility Plan and other related plan documents.
- ii. The Service provider to prepare a Comprehensive Citizen Interface Plan to disseminate the various policies and strategies made under this programme and to ensure citizens participation.
- iii. The Service provider to prepare a Comprehensive Investment Plan to implement various plans under this programme. The Service provider should identify viable, sustainable and innovative funding windows to meet the capital investment and capacity building requirements
- iv. Service provider to prepare DPRs for pilot projects aiming at encouraging innovative and sustainable climate-smart interventions in the city. The Service provider to prepare at least two DPRs in the areas of water body restoration and beautification, green space restoration and beautification, blighted areas development and beautification, green vending zone, vertical and rooftop garden in noted public building etc. Service provider should also facilitate the implementation of these DPRs. These two DPRs should have a combined implementation budget of approximately INR 1.00 Crore. The Service provider can partner with city based civil society organisations/NGOs, having desired level of experience and credentials.
- v. The Service provider to prepare an Advocacy Paper for Government of India for sharing learning and experience from the UK-KMC Programme to steer policy making at the national level.
- vi. The Service provider would be responsible for the final production of the “Low Carbon and Climate Change Road Map” Document
 - a. Few more consulting assignments are going on concurrently under this programme. The Service provider to prepare the final Road Map document integrating deliverables of all these assignments. However the content, chapterisation plan and other production specifications would be finalised in consultation with the programme management team at British Deputy High Commission, Kolkata.
 - b. The Service provider would be responsible for the final production of 2000 colour printed hard bound copies and 2000 CDs of the Road Map Document.
- vii. The Service provider to organise events for launching of all the major deliverables, including the Final Road Map Document, under this assignment. This should be done in concurrence with the KMC and the British Deputy High Commission (BDHC), Kolkata.
 - a. High profile events involving the KMC, State Government departments, BDHC, Kolkata, media, other stakeholders should be organised

Note: The above enumerated points, under each Task are for guidance only and it will be responsibility of the Service provider to be well aware and updated on developments in this field both at national and international levels and incorporate the same at all stages as applicable.

7. Constraints and Dependencies

- i. Each of the tasks should have an **inception stage** (fine tuning methodology and work plan, staffing and deployment schedule, finalisation of the data collection protocols, initial sensing and appreciation of ground situation, identification of stakeholders), **situations assessment and options study stage** (stakeholders consultation, literature review, case studies, key indicators for situation assessment, techno-economic feasibility, policy alignment, low carbon and climate-resilient scorecard, institutional appraisal, capacity building needs assessment) and **final recommendation stage** (stakeholders' consultation, validation of recommendations, phasing for implementation, adoption and replication strategy, sustainability strategy, monitoring and evaluation framework and financial plan).
- ii. The Service provider should have conceptual clarity while identifying stakeholders for all the deliverables and corresponding sub tasks. This should reflect in the technical responses at the time of bidding. A detail and comprehensive work plan should be submitted, at the inception stage, to avoid multiple interfacing with the stakeholders, duplication of work and repetitive visits and interactions.
- iii. The Service provider to conduct extensive and intensive stakeholders' consultations, at all levels, for a) assessment of current situations and practices, b) for harmonising recommendations with relevant policies and on-going interventions, c) to avoid any conflict of interest and duplication and d) for ensuring synergy for resource optimisation, responsibility sharing and accountability. The Service provider at various stages of the assignment should interact with the key stakeholders, such as KMC and its departments, Department of Environment, State Pollution Control Board, Department of Urban Development, West Bengal Housing Infrastructure Development Corporation (HIDCO), Housing and Urban Development Company Ltd. (HUDCO), Kolkata Metropolitan Development Authority (KMDA), New-Kolkata Development Authority (NKDA), Department of Municipal Affairs, State Urban Development Agency (SUDA), Calcutta Electric Supply Corporation (CESC), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Bureau of Energy Efficiency (BEE), West Bengal Renewable Energy Development Agency (WEBREDA), Confederation of Real Estate Developers' Associations of India (CREDAI), State Heritage Commission, Kolkata Port Trust, Chambers of Industries, INGOs/CBOs, universities, research institutes, individual experts etc. Small and focussed group interactions are highly solicited.
- iv. The Service provider should also take into account various related policies adopted, interventions conceived/made/initiated, recommendations of various experts' committees, plans/strategy documents/guidelines/notifications/reports etc. Interventions under various programmes and projects such as Jawaharlal Nehru National Urban Renewal Mission (JnNURM), Kolkata Environmental Improvement Project (KEIP), Kolkata Urban Services for the Poor (KUSP), National Ganga River Basin Authority (NGRBA), National Urban Livelihood Mission (NULM) etc. should also be taken into account. The Service provider should draw inferences and learning from all these to make the recommendations realistic and sustainable.
- v. The Service provider should carry out extensive secondary research on available documents, reports, data, maps and images. An exhaustive information and knowledge repository should be created and properly catalogued during the assignment.
- vi. Recommendations under all the thematic sub components under this assignment should have conceptual integration in a logical framework of policies, strategies and action (implementation) plans. Cross-cutting elements should be dealt with due importance.
- vii. While recommending the Service provider should provide necessary empirical evidence such as case stories (success and failures) from around the world, statistical information (primary and secondary sources), policies of the State, Union governments, international protocols.
- viii. All the recommendations should be rationalised with techno-economic feasibility weightages. Financial cost-benefit analysis should be carried out for all the recommendations that would require capital and revenue investments.
- ix. The Service provider should also scientifically substantiate how the recommendations would contribute in achieving low carbon and climate resilient Kolkata.
- x. The Service provider should be aware of latest low carbon projects being implemented at the city level by the UK government, in India and other countries, and look for suitable replicability potential in KMC context.
- xi. The Service provider should be aware of the latest collaborative research and consulting initiatives involving KMC by regional and UK academia for climate smart development.
- xii. Timing considerations. The TA support is likely to start from March 2015. The contract will be for a period up to eight months from the date of award of the contract. This timeline is non-negotiable hence Bidders need to suitably plan and deploy optimum number of resources.
- xiii. Personnel considerations: Bidders are required to adhere to the following strictly:
 - a. Bidders should ensure that experts proposed in their technical bids (proposed personnel mentioned in the invitation to tender or ITT) are available for the project for the duration of validity of their bids as well as the contract duration. Bidders will have to produce letter of associations from all named individual experts/specialists proposed in the technical proposal.

- b. Bidders should ensure that Team Leader and Deputy Team Leader are exclusively available to them on individual basis. Letter of exclusivity signed by the proposed team leader and the deputy team leader should form an attachment of the technical bids (required at ITT stage only).
- c. As a general policy, no change of personnel at time of team mobilisation will be entertained except in cases of emergencies such as medical emergency, which will be done with prior permission.
- d. Bidders must ensure a synchronised team effort, efficient people management, internal communications and reporting.

8. Duration

The duration for this contract will be 08 months from the date of award with an option to extend by 6 months subject to need and approval from DFID.

9. Level of Effort

The Service provider is expected to manage a core team of long-term and short-term experts supported by a flexible resource pool (refer to the table below) that will allow deployment of individuals/institutions to respond to priorities of BDHC, Kolkata and DFID. The resource pool can be used to deploy additional human resources on long-term (for middle-level or lower-level experts) and short-term (for senior-level experts) basis.

Long-term experts will be defined as those who are expected to input a minimum of 150 working days during the project period. Part-time experts will be defined as those who are expected to put in up to a maximum of 70 working days during the project period. Both technical and financial proposals must clearly present the proposed time inputs of all experts; a detailed legible work-plan and a staffing schedule should be included as part of the technical response (methodology section) and will be evaluated.

In addition, the Service provider is expected to have resource pool of experts to respond to needs for specialised and niche expertise over the project period. Bidders MUST ensure that their proposed resource pool members can commit at least stipulated person-days of specialised inputs during the project period and would be available for mobilisation on completion of the inception phase of this project.

Table below presents a list of indicative staff requirement for ensuring the deliverables. Bidders may propose alternate team structures if they feel they can deliver the objectives of this consultancy in a more effective manner, within the stipulated time, achieving higher value for money (VFM). In this case, proper justification for alternate (core team) staffing structures should be mentioned in the technical response.

9.1 Indicative Staff Requirement

S.No	Position	Type	Number
	CORE TEAM		
1.	Team Leader cum Project Management Expert	Long-term	1
2.	Deputy Team Leader cum Liaison Manager	Long-term	1
3.	Urban & Regional Planning Specialist	Long-term	1
4.	Green Building Specialist (Architect)	Part-time	1
5.	Landscape Architect	Part-time	1
6.	Urban Transport Planning and Traffic Management Specialist / Low Carbon City Mobility Expert	Part-time	1
7.	Municipal Engineering Expert (Sewerage/ Drainage)	Part-time	1
8.	Municipal Engineering Expert (Water Supply)	Part-time	1
9.	Environment Management Expert	Part-time	1
10.	Urban Conservation Expert (built environment)	Part-time	1
11.	Urban Conservation Expert (natural resources and green space)	Part-time	1
12.	Disaster Planning and Management Expert	Part-time	1
13.	Public Health Management Expert	Part-time	1

S.No	Position	Type	Number
14.	Institutional Development cum Capacity Building Expert	Part-time	1
15.	Local Economic Development cum Livelihood Expert	Part-time	1
16.	Social Development cum Poverty Expert	Part-time	1
17.	Low Carbon Urban Development Expert	Part-time	1
18.	Development Communication Expert	Part-time	1
19.	Knowledge Management cum Documentation Expert	Long-term	1
20.	Public Finance Management Expert	Part-time	1
21.	GIS and Remote Sensing Expert	Part-time	1
22.	Bio-technologist	Part-time	1
23.	IT Expert	Part-time	1
	SUPPORT TEAM		
	i. Urban Planning ii. Architecture iii. Social & Livelihood Development iv. Environment Management and climate change v. Civil Engineering vi. Public Health Engineering vii. Economics viii. Others - AUTO CAD operators, GIS, Social and Market Research, Engineering Surveyors, Data entry operators, 3D animators etc.	Long-term	To be proposed by the eligible Bidders at the ITT stage
	RESOURCE POOL		
	Economist, Urban Conservation (natural capital and built heritage), Specialist, Transport Economist, Technical Training Experts, Disaster Management Expert, Public Health (vector and communicable disease control) Expert, GIS & Remote Sensing Expert, Municipal Governance Expert, Sustainable/Smart City Planning Expert, Vocational Skill and Enterprise Development Expert, Multi-media Expert.	Short time	To be proposed by the eligible Bidders at the ITT stage

9.2 Brief descriptions of Core team members are given below:

- Team Leader cum Project Management Expert.** The Team Leader will have the overall technical quality and performance management responsibility of the deliverables including ensuring effective coordination between KMC, BDHC, Kolkata, DFID, line Departments of the State Government, other Consultants working under different packages under this programme, Management authorities of other related on-going programme and other key stakeholders. S/he should demonstrate post-graduate qualification in urban planning, environment management/economics or social science. This person should demonstrate at least 8 years of international

experience of working on similar complex assignment(s) in senior managerial position(s) - demonstrating at least 15 years of total relevant experience - with a strong background in development management sectors preferably relating to climate-smart cities, environmental policy making, urban management and infrastructure development. S/he should demonstrate experience of leading/supporting policy analysis, policy development, impact assessments, and a deep understanding of the social and political dynamics and potential conflicts of interests involved in such development assignments. S/he should be aware of relevant government policies, at the state and national level, related to all the thematic areas under this assignment. S/he should be aware of latest low carbon and urban development projects and best practices implemented at the city level in India and other countries and should relate them for suitable integration, benchmarking and replication. S/he should be aware of related cross-cutting issues and should be able to integrate them at a conceptual level. Experience of working simultaneously with national/state governments and large municipal corporations and ULBs on implementation of environment responsive assignments is mandatory. S/he should have proven experiences of leading a multi-disciplinary team of experts, specialists and mid-level executives. S/he should have excellent writing ability in English and should be articulate in communications. Communication ability in Bangla would be an advantage. S/he shall report to the BDHC, Kolkata or his/her designate on strategic issues, will be responsible for all agreed deliverables. S/he will also have the responsibility of developing and consolidating work plans of individual specialists, development and agreement of detailed work schedules and defining roles of implementation agencies. S/he must represent in all major meetings, visits and events. S/he, along with the Dy. Team Leader, must also maintain a project MIS and must conduct internal review meeting to keep a track of the progress and deliverables vis-à-vis work plan and resource (human and financial) deployment and utilisation plan. S/he will also bear the overall responsibility of periodically reporting on the progress of the consultancy.

2. **Deputy Team Leader cum Liaison Manager.** The deputy team leader will assume overall administrative responsibility for effective performance of the teams and successful delivery of outputs by establishing rapport with various government and non-government institutional stakeholders for facilitating convergence, knowledge sharing and intellectual resource mobilisation. S/he should be a post graduate in public relations having preferred experience of 20 years or more and should have analogous management experience of similar multi-stakeholder projects. Dynamic and retired public servants having outstanding networks, outreach and non-controversial service track record would be appropriate. S/he must also demonstrate experience of working for atleast ten years in leadership/senior positions in large urban infrastructure/environment projects/departments for government, private sector or donor agencies. The expert will be expected to work as an interface between her/his team and other stakeholders for all administrative and logistics purposes. S/he must represent in all major meetings, visits and events. S/he, along with the Team Leader, must also maintain a project MIS and must conduct internal review meeting to keep a track of the progress and deliverables vis-à-vis work plan and resource (human and financial) deployment and utilisation plan.
3. **Urban and Regional Planning Expert.** The Expert should be a Graduate Architect/Planner with a Post-Graduation in Urban/ Regional/City Planning from a reputed institute. Specialised degree/diploma on sustainable city development from reputed Indian/foreign institute would be advantageous. S/he should demonstrate at least twenty years of relevant experience of working in national and international experiences of preparation of spatial planning and city land use plans (spatial plans as well as development plans). Past experience of working with (urban-centric) regional or metropolitan planning bodies on preparation of regional/metropolitan plans for climate smart land use and zoning, development control strategies, low carbon and sustainable city planning, municipal Ward/Area action plans is essential. Experience of preparation, reviewing and implementation of plans for large Indian metropolitan cities is desirable. S/he should be aware of latest low carbon and sustainable urban planning paradigms and similar development projects and best practices implemented at the city level in Indian and other countries. S/he should be aware of related cross-cutting issues and potential conflicts of interests and should be able to integrate them at a conceptual level while recommending. S/he should have prior experience of designing and implementing sensitisation and capacity building plan on green building.
4. **Green Building Expert (Architect).** The Expert should have Advanced Degree (equivalent to Post-graduation/Masters) in environmental friendly/sustainable architecture or related field from a reputed institution and should have a full time Bachelor Degree in architecture, interior and/or landscape design/housing planning or related field. S/he should have extensive international experience in planning and designing environment friendly public and commercial buildings and utilities, residential complexes, economic hubs, SEZs etc. S/he should have experience in designing redevelopment plans for old buildings and should have at least 10 years' experience in Green Building designing in tropical cities, eco-effective and eco-efficient architectural design, and use of latest and innovative technology in sustainable energy, waste management and water systems. S/he should be a BREAM/LEED/ GRIHA accredited professional and should have expertise in integrated design process management and building performance modelling, simulation and rating. Familiarity with traditional colonial architecture and heritage of Kolkata will be considered an advantage.

5. **Landscape Architect.** The Expert should have Post Graduation in landscape architecture from a reputed institute and should have a full time Bachelor degree in architecture. S/he should have more than 10 years of overall experience and should have at least 7 years' of core experience in city/ward level landscape planning and implementation at least in one city in India of more than 1.0 million population. Related international experiences would be added advantage. S/he should work in tandem with other team members and should recommend for open public space designing - hard and soft areas including plot level roads, pathways etc. S/he should recommend suitable Planting design, Urban design, Landscape structures and features, Street and garden furniture design, Illumination design, Site and building level graphic design and signage. S/he should suggest strategies and guidelines for blighted area renewal, green corridor development in the city.
6. **Urban Transport Planning and Traffic Management Specialist / Low Carbon City Mobility Expert.** S/he should have at least 10 years of experience in city transport planning or traffic management (CTTS / CMP) in large and medium cities and should have more than 8 years' of directly relevant experience in non-motorised and/or pedestrian-based traffic management and transport planning and implementation at least in one city in India of more than 1.0 million population. Related international experiences would be added advantage.
7. **Municipal Engineering Expert (Sewerage/Drainage).** As a part of the disaster management plan, the Expert (sewerage and drainage) will support in preparation of strategies and plan for climate-adaptive sewerage and drainage infrastructures for KMC. S/he should be a graduate civil engineer and preferably hold a post graduate in public health engineering or environment having experience of 12 years or more and responsible in management of similar projects. S/he must also demonstrate experience of working on large urban infrastructure/environment projects for government, private sector or donor agencies. The expert will be expected to contribute by recommending value engineering innovations which would make KMC more disaster-prepared. S/he should recommend suitable infrastructure design standards to ensure that future infrastructure capital is more resilient to anticipated climate change and extreme events. S/he should suggest how KMC should adoption of a formal asset management approach that would yield immediate benefits and provide a framework for incorporating climate forecasts to enhance adaptive capacity.
8. **Municipal Engineering Expert (Water Supply).** As a part of the disaster management plan, the Expert (water supply) will support in preparation of strategies and plan for climate-adaptive water supply infrastructures for KMC. S/he should be a graduate civil engineer and preferably hold a post graduate in public health engineering or environment having experience of 12 years or more and responsible in management of similar projects. S/he must also demonstrate experience of working on large urban infrastructure/environment projects for government, private sector or donor agencies. The expert will be expected to contribute by recommending value engineering innovations which would make KMC more disaster-prepared. S/he should recommend suitable infrastructure design standards to ensure that future infrastructure capital is more resilient to anticipated climate change and extreme events. S/he should suggest how KMC should adoption of a formal asset management approach that would yield immediate benefits and provide a framework for incorporating climate forecasts to enhance adaptive capacity.
9. **Environment Management Expert.** The Expert should have advanced level (at least Master Degree or equivalent) qualifications in Environmental Science/Environmental Planning from a reputed institute. The Expert would oversee the environment safeguard and climate sensitivity dimension of the project across respective sub-components and should recommend suitable strategies. S/he must have relevant experience of minimum 15 years in the areas of urban environment management, natural resources management, development planning and management etc. He/she must also have familiarity with a wide range of issues related to the low carbon growth and climate change adaptation. Previous international experience of working in similar complex project would be advantageous.
10. **Urban Conservation Expert (built environment).** The Specialist should demonstrate basic qualification in architecture and a suitable advanced qualification. S/he should demonstrate 10 years of relevant experience on working on heritage conservation projects. Experience of working at policy level/preparation of rules/regulations in urban heritage conservation is required. Relevant international experience, along with experience of working in Kolkata in the related field, would be an advantage. S/he should be able to recommend innovative strategies to make the old heritage buildings (public and private) more energy efficient and climate adaptive.
11. **Urban Conservation Expert (natural resources and green space).** S/he should recommend how the natural heritage could be conserved and developed with a special focus on city's play grounds, neighbourhood parks, ponds, water bodies and green verges to make the city environment friendly. S/he should recommend innovative communication and partnership development strategies to involve civil society organisations for community-led and community-owned interventions for a greener and cleaner city with an aesthetically appealing environment. Should have prior demonstrable experience in mobilising mass awareness campaigns, movements, on environmental and social issues, civil rights involving various stakeholders and interest groups. S/he should be well networked to involve and engage multiple stakeholders, including Corporates. S/he should be a

Graduate/Masters in Development Communication/Mass Communication/Social Science with atleast 15 year' experience in related fields. Relevant experience of working in Kolkata in the related field is desirable.

12. **Disaster Planning and Management Expert.** The Expert should be Post Graduate in Geography/ Environment Sciences/Urban and Regional Planning/Social Science from a reputed University/Institute. Specialised qualification, from reputed Indian/foreign institute, in the field of disaster management would be added advantage. S/he should have atleast 10 years of core experiences of preparation of city/regional level disaster (climate induced) management plan and mitigation strategies in India. Experience of working in similar assignments for coastal cities/regions in South-East Asia region would be advantageous. S/he should have knowledge of scientific techniques for risk assessment and hazard mapping. S/he should have knowledge of local area geography, geo-morphology and climate trends in relation to potential disaster events. S/he should be able to handle large scale data, GIS and RS imageries of various attributes related to disaster in urban sectors should be able to interpret and analyse them and should be able to triangulate to prepare the plan with strategic recommendations. Previous active involvement in related studies and consulting assignments in Kolkata/West Bengal would be advantageous.
13. **Public Health Expert.** The Expert is expected to lead the sub component aiming at strengthening KMC's preparedness and adaptive capacities to potential climate induced public health risks. S/he should be a Post Graduate Medical or Public Health Qualification from an institution of repute. Advanced degree with specialization in Health Management / Public Health Management/ Emergency Health Management would be advantageous. S/he should have a minimum of 20 years of post-qualification work experience of which at least 10 years is in an area of public health or health systems strengthening, preferably in a leadership position. Experience in vector borne disease control would be advantageous. S/he should guide the preparation of the policy proposals for organizational capacity building and system reform at KMC (including Borough and Ward level), institutionalisation of integrated planning and management, strengthening and streamlining of disease surveillance systems, strengthening and streamlining of medical logistics (procurement, storing and distribution), standardisation of norms (services, staffing and infrastructure) at various levels of the KMC, strengthening and streamlining of Health Management Information System (HMIS) and M&E mechanisms. In consultation with the Communication Expert, s/he should guide recommend how KMC should upgrade social mobilisation campaign for community involvement and Behaviour Change Communication (BCC) strategy including integrate this in local planning and community engagement processes. S/he should have extensive knowledge of significant developments and trends in the field (climate induced health hazards) in India and other countries. Previous experience of working in Kolkata/West Bengal would be advantageous.
14. **Institutional Development cum Capacity Building Expert.** The Expert should demonstrate atleast 15 years of overall experience of working on institutional strengthening, including organisation development and capacity building of ULBs or para-statal agencies engaged in urban service delivery in India. S/he should be aware of municipal reform priorities outlined in JNNURM and 13th Central Finance Commission. The Expert should demonstrate advanced level (at least Masters or equivalent) qualifications in Public Administration/Policy, Human Resources Development with at least 5 years of experience at senior positions on complex urban programmes. The Expert will be supporting the other team leads by suggesting suitable institutional forms to make the interventions sustainable. S/he should also facilitate training needs assessments before developing and implementing the proposed capacity building and sensitisation programmes and their roll-out under each of the thematic areas.
15. **Local Economic Development cum Livelihoods Expert.** The Expert should be able to lead on the City Business Plan for the promotion of Green Economy in Kolkata. S/he should have a Post Graduate degree in Business Management/Social Science/Economics from a reputed institute with atleast 20 years of overall experience in Urban and Regional Economic Planning at city/state level. S/he should have prior experience of preparing city business plans for promotion of local economy and livelihood in Indian cities. S/he should have minimum 7 years of experience in Small and Medium Industrial Development/ Enterprise Development, economic cluster development, micro-finance and bank linkages, skill and wage training, entrepreneur development activities; experience of working in the urban sector is a must. S/he must demonstrate experience in operationalizing programmes and projects funded by donor agencies and or government departments, and must have experience of working in partnerships with NGOs, vocational education and training institutes, corporates, bilateral and multi-lateral donors and other allied agencies. S/he should be aware of all the relevant policies of the state and union governments. S/he should be aware of emerging international and domestic market and investment trends in Green Economy and relevant past experience in this field would be an advantage.
16. **Social Development cum Poverty Expert.** The Expert would oversee the pro-poor dimension of the project across respective sub-components and should recommend suitable strategies. S/he will also ensure integration of social vulnerability and social safeguards elements in the proposed disaster management plan and Ward Action Plans and should recommend strategies for strengthening KMC's social sector interventions under this programme. The Expert should be skilled in participatory appraisal techniques and stakeholders' consultations. The Expert should have advanced level (at least Masters Degree or equivalent) qualifications in social science

preferably with at least 8 years of experience at senior positions in the areas of urban poverty management and inclusive growth, and overall 15 years' experience on similar large complex urban programmes. S/he may also be required to contribute across most of the sub components under this assignment. Previous experience of working in similar complex project in Kolkata/West Bengal would be advantageous.

17. **Low Carbon Urban Development Expert.** The Expert should have a Post-graduate level qualification in environmental planning or a similar qualification. S/he should demonstrate atleast 10 years of combined experience of working on developing low-carbon urban plans and projects and on-ground implementation of such projects in India. Experience of working on energy efficiency and renewable energy projects in the urban context, as well as of working on regulations and development controls that allow low carbon growth at city-level is mandatory. International experience would have added advantage. S/he should be aware of national and international policies and protocols related to environment management and climate change. S/he should have a good understanding of climate resilient and adaptive technology innovations. S/he would be required to contribute across most of the thematic areas under this assignment.
18. **Development Communication Expert.** S/he would be responsible to lead the Citizen Interface Planning. S/he should prepare an efficient communication plan for reaching out to all the relevant stakeholders; media, donor agencies, Government organizations to engage them with the activities and developments under this programme. The plan should also help in increasing the exposure and visibility of the programme activities to the national and international donors and the government. S/he should have proven skills and experience in developing media strategies and plans. S/he should have Masters degree in Journalism, Mass Communication or any relevant degree from a reputed University. S/he should have atleast 10 years of credible work experience in the same or similar functional area preferably with Civil Society Local Government, UN or bi lateral development agencies. Communication proficiency in Bangla would be an added advantage.
19. **Knowledge Management cum Documentation Specialist.** The Specialist will have the overall responsibility of developing knowledge management with a focus on developing a knowledge bank for accelerating the flow of secondary research based data and information to support the thematic studies under this programme. The expert will support concerned sector leads in sourcing literature and national/international best practices, design and service benchmarks, support development of capacity building strategy and training curricula, etc. The expert should demonstrate experience of having led/providing senior-level inputs in development of knowledge strategies for similar multi-disciplinary and complex urban sector projects. Experience in use of information technology for knowledge management will be beneficial. S/he would be responsible for storing data and records for document retrieval and archives. S/he should analyse and document progress / changes and disseminate findings, information on best practices and lessons learnt. S/he would prepare templates for presentation and written documents for sharing at various level of programme of operations. S/he would support in preparation of periodic Progress Reports. S/he would be the custodian of all the reports and studies for reference and sharing at decision making forum and should pull-out critical pieces of information from reports for advocacy. S/he should contribute to the introduction of innovative knowledge management interventions at different levels, including capacity development activities under the programme. S/he would be responsible for organizing and jointly implementing research on selected knowledge management interventions in consultation with operations team. S/he would be responsible for public information management, including report launches and special public events, awareness and information campaigns, the management of media relations, and content development. S/he must set up and maintain an information database and audio-visual library related to the programme. S/he would be responsible to support the consolidation and packaging of information so as to better communicate to the stakeholders. S/he must support the Team Leader in the drafting of press releases and media. S/he should be a Post graduate with at least 12 years of experience in social and economic research and documentation. S/he should have an overall understanding of issues and challenges as well as policies relevant to urban management in India. Communication proficiency in Bangla would be advantageous.
20. **Public Financial Management (PFM) Expert.** The PFM Expert will lead work on preparation of the Investment Plan to implement all the recommendations under this UK-KMC programme. The expert will work in tandem with all other consulting packages to make phase-wise investment projections. She/he should work closely with the respective KMC counterparts to identify investment priorities. She/he should also recommend innovative revenue mobilisation models. The PFM Expert should be a chartered accountant (CA) or demonstrate internationally recognised post-graduate level qualifications in finance or economics, with atleast 15 years of relevant experience and atleast 5 years of experience, at senior positions on large complex urban programmes, and should have hands on expertise in financial and economic analyses. S/he should have experience of preparation of more than three city investment plans in multiple ULBs, urban para-statal agencies, state utility agencies, etc. in India. S/he MUST have thorough knowledge of all the available climate-funding options suitable to KMC. A good understanding of ways of working of ULBs in West Bengal in these areas is preferable.
21. **GIS and Remote Sensing (RS) Expert.** The Expert should demonstrate advanced academic qualification related to GIS and Remote Sensing with at least 12 years of relevant experience of developing/managing GIS components

of similar large urban projects in a leading position. S/he will be responsible for leading the support to the team on preparation/analysis of GIS based maps for various sub components. She/he will also be expected to coordinate with the other expert on linking of GIS and RS data and images for the situation assessment exercises.

22. **Bio-Technologist.** S/he should contribute across various related sub components under this programme. The Expert should have more than 15 years' experience in plant biotechnology, environmental conservation, restorations & sustainability projects in India and abroad. Should have at least 5 years of demonstrated experience of using innovative bio remediation technologies for water treatment, organic waste management, restoration of canals, odour and pollutant elimination in drainage and sewerage outfalls, soil treatment and land management. S/he should have direct experience in biotechnology oriented urban agriculture, horticulture, hydroponics, plantations, and environmental sustainability projects. S/he should have knowledge of related innovations happening in other cities in India and South-East Asia. S/he should have atleast a Masters or equivalent degree in Botany from a reputed university/institute. Specialised degree/diploma and training in Bio-technology/Bio Engineering would be added advantage.
23. **IT Expert.** The IT Expert should be a graduate in Computer Science/Engineering and should possess an advanced (post-graduation) level qualification in computer science or computer application with at least 5 years of relevant experience of Web designing, content development and hosting. S/he should be responsible for setting up the IT backbone required for the interactive and informative Help Desk.
24. **SUPPORT TEAM.** The proposed Support Team Members should be a graduate or post-graduate with atleast 5 years of experience of working on respective specialised fields. The Project Associates will support the respective team leads in carrying out necessary tasks. The Bidders should suggest adequate number of support team members to ensure quality deliverables in stipulated time.

9.3. General Instruction.

The proposed Team Leader and other thematic experts;

- i. Should have prior experience of working in policy/strategy preparation at state/ULB level.
- ii. Prior association in major policy initiatives, involving ULBs in India for climate smart development, would be advantageous.
- iii. Prior association with recent low carbon and climate change adaptation projects being implemented at the city level in India and other countries would be advantageous.
- iv. Prior experience of working with ULBs, parastatal bodies and related government departments in West Bengal would be advantageous.
- v. Should have prior experience of working with elected representatives, legislators, MPs/MLAs in India.
- vi. Should have interpersonal skills.
- vii. Should regularly interact across other consultants working in concurrent assignments to ensure convergence and consistency of recommendations.

DUTY OF CARE

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 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 Supplier on security status and developments in-country where appropriate. DFID will provide the following:

- All Supplier Personnel will be offered a security briefing by the British Embassy/DFID on arrival. All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
- A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is

also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position

10. Evaluation Criteria

11. BDHC Kolkata and KMC Coordination

- i. Programme Reporting_ This is an output-based contract and payments will be made against the deliverables mentioned in Paragraph 7. However the Service provider should submit weekly progress reports, electronically, to the Programme Management team based at the British Deputy High Commission (BDHC) Kolkata. The Programme Management team and/or the KMC may call for review meetings as it may be required during the course of the assignment. The Service provider will consult and agree on dates for events and workshops with the BDHC Kolkata and the KMC.