

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Integrity Research & Consultancy Ltd

Framework Agreement for: Global Evaluation Framework Agreement

Lot Number: Lot 2: Performance Evaluation - Globally

Framework Agreement Purchase Order Number: PO 7448

Call-down Contract For: Third Party Monitoring of Building
Disaster Resilience in Pakistan (BDRP) Programme – Phase II

Contract Purchase Order Number: PO 8440

I refer to the following:

1. The above mentioned Framework Agreement dated **12th September 2016**;
2. Your proposal of **January 2019**

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than **10th May 2019** ("the Start Date") and the Services shall be completed by **30th September 2020** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to **DFID Pakistan** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £ **849,514** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **OR**

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

28. Milestone Payment Basis

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At

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

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. DFID Officials

4.1 The Project Officer is:

[REDACTED]
 [REDACTED]
 [REDACTED]

4.2 The Contract Officer is:

[REDACTED]

[REDACTED]

[REDACTED]

5. Key Personnel

Age Group	Should Take Action (%)	Should Not Take Action (%)
18-29	95	5
30-49	95	5
50-69	95	5
70+	95	5

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A. The reporting template can be discussed and revised further during inception phase.

7. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier;



- 7.1 The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- 7.2 The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
 - 7.2.1 Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
 - 7.2.2 Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- 7.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 7.4 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- 7.5 Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Schedule 3: Insurance Requirements

8.1. OBLIGATION TO MAINTAIN INSURANCES

- 8.1.1 Without prejudice to its obligations to DFID under this Agreement and/or any Call Down Contract, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 2 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the Commencement Date.
- 8.1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent Agreement and/or any Call Down Contractor in respect of risks insured in the international insurance market from time to time.
- 8.1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 8.1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals' clause under which DFID shall be indemnified in respect of claims made against DFID in respect of death or bodily injury or third-party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

9.2. GENERAL OBLIGATIONS

- 9.2.1 Without limiting the other provisions of this Agreement and/or any Call Down Contract, the Supplier shall:
- 9.2.2 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent Agreement and/or any Call Down Contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 9.2.3 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 9.2.4 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

9.3. FAILURE TO INSURE

- 9.3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 9.3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, DFID may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and DFID shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

9.4. EVIDENCE OF POLICIES

- 9.4.1 The Supplier shall upon the Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to DFID, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 2. Receipt of such evidence by DFID shall not in itself constitute acceptance by DFID or relieve the Supplier of any of its liabilities and obligations under this Agreement.

9.5. AGGREGATE LIMIT OF INDEMNITY

- 9.5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- 9.5.2 if a claim or claims which do not relate to this Agreement and/or any Call Down Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to DFID:

(a) details of the policy concerned; and

- (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 9.5.3 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement and/or any Call Down Contract are paid by insurers, the Supplier shall:

(a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement and/or any Call Down Contract; or

(b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to DFID full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

9.6. CANCELLATION

- 9.6.1 The Supplier shall notify DFID in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

9.7. INSURANCE CLAIMS

- 9.7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement and/or any Call Down Contract for which it may be entitled to claim under any of the Insurances. In the event that DFID receives a claim relating to or arising out of the Services or this Agreement and/or any Call Down Contract, the Supplier shall co-operate with DFID and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 9.7.2 Except where DFID is the claimant party, the Supplier shall give DFID notice within twenty (20) Working Days after any insurance claim in excess of **£3,500** relating to or arising out of the provision of the Services or this Agreement and/or any Call Down Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by DFID) full details of the incident giving rise to the claim.
- 9.7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 9.7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from DFID any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement and/or any Call Down Contract or otherwise.

10. Registration:

- 10.1 The supplier, whether a for-profit or not-for-profit organization i.e. private sector/INGO/NGO/CSO (or its local affiliate in Pakistan) or in any other form recognized by law, must be registered under the relevant department as laid out by rules of the government of Pakistan to deliver this contract. The organization and its downstream partners must be in



full compliance with the rules and regulations specified by the body under which it is required to be registered.

- 10.2 The supplier will be solely responsible for obtaining and retaining right to access and work in enlisted areas given within the ToRs i.e. (No Objection Certificate(s)) from relevant federal and provincial authorities in Pakistan.

11. Call-down Contract Signature

- 11.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

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

Name:

Position:

Signature:

Date:

For and on behalf of
Integrity Research & Consultancy Ltd

Name:

Position:

Signature:

Date:

Section 4, Appendix A, Annex A

Terms of Reference (ToR)

Third Party Monitoring of Building Disaster Resilience in Pakistan (BDRP) Programme – Phase II

Introduction:

1. The United Kingdom Department for International Development (DFID) Pakistan is investing approximately £40.8 million to strengthen resilience to disasters at community and institutional levels in line with the Government of Pakistan's (GoP) National Disaster Management Plan (NDMP 2012 – 2022). Investing in resilience to natural disasters effectively reduces people's vulnerability to shocks and enables better and more appropriate responses. The 6-year Building Disaster Resilience in Pakistan (BDRP) Programme (2014 – September 30, 2020) was approved by the Secretary of State in 2014. The goal of BDRP is to increase Pakistan's capability to reduce disaster risk, through better planning, preparedness, response, and resource allocation at the governmental and community levels.
2. BDRP is one of DFID Pakistan's key contributors to the UK's commitment towards the International Climate Fund (ICF). Aligned with the GoP's National Disaster Management Plan, DFID works closely with the National, Provincial and District Management Authorities for programme delivery.¹ The programme aims to reach at least 1 million people by 2020.
3. BDRP Programme has two main components:
 - i) Community Based Disaster Risk Management (CBDRM): by introducing practical measures to mitigate the risk from disasters and increase resilience to shocks. Selected villages and communities are involved in the development of hazard and resource maps and risk management plans. The CBDRM component is delivered by Concern Worldwide through a consortium with Welt Hunger Hilfe (WHH), ACTED and International Rescue Committee (IRC).
 - ii) Institutional strengthening: through increased provincial and district technical capacity in hazard mapping, preparedness and contingency planning, as well as response. The Food and Agricultural Organization (FAO) leads on the Institutional strengthening component through a partnership with UNDP and WFP.
4. The programme has successfully completed an eight months inception phase and sixteen months implementation Phase-I (September 16 – September 18). Under Phase I, the programme worked in two districts each in Punjab (Rajapur and Muzaffargarh) and Sindh (Ghotki and Kashmore). In Phase II (October 18 – September 2020), the programme will scale up work in Punjab and Sindh and expand into Khyber Pakhtunkhwa (KP). The nine districts² for Phase II are:
 - Punjab – **Rajapur, Muzaffargarh** and Jhang
 - Sindh – **Ghotki, Kashmore**, Tharparkar and Dadu
 - KP – Chitral and DI Khan
5. Thematic focus of BDRP in Phase-I remained mainly on floods, however, in Phase-II BRDP will also focus on resilience related to drought.

The Objective:

¹ BDRP supports the UK Aid Strategy and the 2015 Stability, Defence and Security Review, which recognises that strengthening the resilience of vulnerable countries to disasters, shocks and climate change, is in the UK's national interest.

² The TPM firm will be informed for Union Council – Village level details after the contract award.



6. DFID Pakistan seeks to engage the services of an established Supplier for a period, starting from May 2019 to September 2020. The supplier is required to lead on monitoring of BDRP activities on behalf of DFID, conduct spot checks and beneficiary feedback, and to contribute to the generation of learning and actionable recommendations for the BDRP Phase II. This is expected to be done through regular field visits to the project implementation sites and reporting back to DFID Pakistan as stipulated in these ToRs. The feedback from the supplier will be vital to the DFID Programme Cycle including, programme performance, annual reviews and programme completion report.

The objectives of this assignment are:

- i) To provide assurance to DFID Pakistan that the activities of BDRP under Phase-II are being delivered to time and quality i.e. in an economic, efficient and effective manner, achieving required standards and meeting contractual requirements;
 - ii) An assessment that implementing partners are on track and programme results are being achieved i.e. to enhance accountability and learning (feeding into outcome statement/indicators);
 - iii) The supplier will be required to provide commentary and evidence where activities have worked well and where activities have not worked and state reasons why;
 - iv) To compile lessons learnt (on a periodic basis) i.e. we would expect the strengths and weaknesses of the consortium approach to be identified and across consortiums especially in terms of collaborations and working together;
 - v) To perform assets spot check (where applicable);
7. This will be achieved by:
 - i) Undertaking progress monitoring of the implementation of BDRP activities on behalf of DFID Pakistan;
 - ii) Spot checks and beneficiary feedback on delivery;
 - iii) liaising with key stakeholders to assess their perceptions about the benefits of the activities;
 - iv) Compiling feedback/reports involving stakeholders i.e. beneficiaries, partners and government institutions to get their buy-in right from the onset;
 - v) Physically verifying the achievement of quarterly milestones;
 - vi) Identification of bottlenecks/risks/challenges and proposing mitigation strategies;
 - vii) Identification of opportunities – where BDRP can influence or benefit;
 - viii) Provide technical feedback on activities – in progress or in pipeline;
 - ix) Providing assessment on Value for Money of programme using DFID VfM Framework and information available from partners;
 - x) Asset spot checks on behalf of DFID in partners' field and head offices;

The Scope:

8. The TPM reports will help DFID to collect evidence on BDRP partners' performance and where necessary recommend measures for course correction. DFID Pakistan expects periodic TPM reports, covering all aspects of BDRP and its impact on communities, especially most vulnerable groups including but not limited to women and girls, elderly and disabled. The reports setting out activities undertaken, key findings, observations and recommendations together with an outline of work programme for the following quarter.
9. Findings and recommendations should not only focus on progress towards outputs, but also towards outcomes and contributions towards impact.
 - i) The supplier should provide (on a quarterly basis) robust beneficiary information provision and feedback, using appropriate communication channels across DFID implementing partners and participating organizations, ensuring that results can be aggregated and synthesized;



- ii) A compilation of key lessons learnt through Phase II i.e. this will be provided twice a year. These will capture what is working well, the challenges and what is being modified/changed to accommodate programme needs. It should also capture similarities and synergies – specific to districts, Union Council and villages (if applicable) where other DFID funded programmes are also operational;
- iii) A short PowerPoint presentation accompanying each report with pictures and key highlights of the findings;
- iv) Monitoring of field activities of the BDRP programme, and physical verification of the milestones/results achieved by BDRP partners and their implementing partners. In this respect, the field visits should be conducted on a quarterly basis, in consultation with consortium leads and partners, unless specified otherwise by DFID Pakistan;
- v) Work with DFID's BDRP team and partners to collect case studies from the field (written, visual) to provide direct feedback from the community;
- vi) Provision of inputs for the next DFID Annual Reviews (June 2019, 2020) and Programme Completion Report (September 2020) of the BDRP programme and/or as guided by the CHART team;
- vii) Conducting asset spot checks on behalf of DFID in partners' field and head offices;
- viii) Alerting DFID Pakistan of any emerging financial/fiduciary and/or safeguarding risks, related to the BDRP programme.

The Recipient:

10. The primary recipient of the services delivered under this assignment will be the Conflict, Humanitarian and Resilience (CHART) team in DFID Pakistan. The reports once approved and finalized by DFID, will also be shared with implementing partners and key stakeholders.

The Requirements:

11. The supplier should have:
- i) Presence in geographical areas stated above as well as possessing required permissions to access and work in the focus areas of BDRP;
 - ii) Sufficient resources (technical, managerial, field, communications etc.) available, field and technical staff and quality assurance mechanisms to carry out the assignment;
 - iii) Experience in monitoring and evaluation of development programmes (work on disaster management, resilience will be an added advantage) either with International/National Non-Governmental Organisations (NGOs), the UN or with a donor organisation in Pakistan;
 - iv) The ability to write reports in clear and concise English, along with fluent spoken English and Urdu;
 - v) A good sense of the local languages, social and cultural norms of the programme area.

Reporting:

■ [REDACTED]

■ [REDACTED]	■ [REDACTED]	■ [REDACTED]	■ [REDACTED]
■ [REDACTED]	■ [REDACTED]	■ [REDACTED]	■ [REDACTED]
■ [REDACTED]	■ [REDACTED]	■ [REDACTED]	■ [REDACTED]
■ [REDACTED]	■ [REDACTED]	■ [REDACTED]	■ [REDACTED]
■ [REDACTED]	■ [REDACTED]	■ [REDACTED]	■ [REDACTED]

[illegible]

Budget & Contract Model:

13. BDRP has a budget of up to £1 million for TPM activities. The assignment/contract will be Output based contract i.e. payments will be tied to the approval of deliverables. Last Payment under this contract will be made on approval of a final comprehensive report.

Timeframe and review:

14. The supplier will be engaged for a period of 17 months starting May 2019 to September 2020 with a schedule of input agreed with DFID at the Contract signing stage.
15. The supplier would be required to visit each activity area on quarterly basis during the contract duration for monitoring purposes in consultation with DFID. The supplier will need to work with implementing partners to align work plans so that TPM activities represent VfM in terms of transactional and logistical costs.
16. The contract will be subject to review as and when required. Continuation of the services after this point will be based on agreement of deliverables and on satisfactory performance and the progress of the Supplier against the specified outputs.



DFID Coordination:

17. The TPM reports should be addressed to the Programme Officer, Conflict, Humanitarian and Resilience Team, DFID Pakistan.

Aid Transparency:

18. DFID requires suppliers receiving and managing funds to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
19. Accordingly, but not limited to, the contractor is required to develop and submit copies of its supply chain (sub-contractors) invoices and evidence of payment when invoicing DFID for its actual Procurement of Local Services Costs and applicable Management Fee.
20. It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to DFID. Further IATI information is available from: <http://www.aidtransparency.net/>
21. DFID is not liable to meet the cost of any import, customs duties and any other taxes or similar charges, applied directly or indirectly, by local governments or any local public authority on the goods/services provided.

Government Tax:

22. Tenderers are responsible for establishing the status of this requirement for the purpose of any government tax in the UK or Overseas including Pakistan. Any applicable taxes must be shown in Pro Forma 3 (ITT Volume 4). Tenderers must supply either, a statement confirming they have investigated the tax position and advising no tax is applicable OR, must provide a figure at proforma 3 of the tax due under any contract.

General Data Protection Regulation (GDPR):

23. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project in Appendix A (of this terms of reference) and the standard clause 33 in section 2 of the Framework Agreement.

End of Contract activities:

24. Three months before the expiry date of the contract the supplier will prepare for DFID Pakistan approval a draft Exit Plan which shall include – but not limited to:
- i) A disposal plan for all assets procured throughout the lifetime of the programme in accordance with DFID procedures on asset management and disposal;
 - ii) The supplier's plans on co-operating to ensure the smooth transfer of responsibilities from the supplier to any persons or organisation taking over such responsibilities after the contract ends or termination of the contract;
 - iii) The supplier's plan to deliver to DFID (if requested or as otherwise directed by DFID) prior to the contract end date (or termination of the contract), any finished work or, unfinished materials or work-in-progress which relate to the contract;
 - iv) The supplier's plans to provide DFID Pakistan before the contract ends a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the supplier;



- v) The return by the supplier of all Confidential Information to DFID before the contract end date;
- vi) Allows for a period of up to sixty (60) days after the contract end date (or, termination date) for the exit process to be properly implemented.
- vii) Ensure all visit reports, Six monthly reports, Final TPM report are shared with DFID and receipt is acknowledged;
- viii) All invoices are paid and receipt confirmation is provided to DFID;
- ix) A management report on success and weaknesses during the contract period, covering both supplier and DFID ends – enabling to feed into corporate reporting;
- x) Presentation to DFID and BDRP partners on TPM process, key findings and recommendations and lessons learned;

Do No Harm

- 25. DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
- 26. The programme is targeting a highly sensitive area of work. The Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children, disable and other vulnerable marginalised groups. The supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID;
 - i) A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.
 - ii) DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the Issue based programme. However, it is important to adhere to principles of “Do No Harm” to the environment.

Duty of Care Matrix:

- 27. The Supplier is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Contract) 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.
- 28. 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.
- 29. This Procurement will require the Supplier to operate in a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including <http://geology.about.com/library/bl/maps/blworldindex.htm>. The Supplier should be

comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).]

30. Tenderers must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by DFID (see Annex B of this ToR). They must confirm in their Tender that:
- i) They fully accept responsibility for Security and Duty of Care.
 - ii) They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
 - iii) They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
31. If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your Tender will be viewed as non-compliant and excluded from further evaluation.
32. Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence Tenderers should consider the following questions:
- a) Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?
 - b) Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
 - c) Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on- going training is provided where necessary?
 - d) Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
 - e) Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on- going basis?
 - f) Have you appropriate systems in place to manage an emergency / incident if one arises?

Note:

The supplier will work as independent professionals hired for the delivery of services stipulated under these ToRs and will have NO AUTHORITY to make executive decision on behalf of the DFID and/or bind the DFID to any contractual liability as a result of their services.

Duty of Care Score:

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
Low		Medium	High Risk	

Duty of Care Matrix³:

Theme	DFID Risk Score									
Province	Islamabad Capital Territory & Rawalpindi	Sindh				Punjab			Khyber Pakhtunkhwa	
		Ghotk i	Kash more	Tharp arkar	Dadu	Rajan pur	Muzaffa rgarh	Jhang	Chitral	D. I. Khan
Overall Rating*	3	3	3	4	4	4	3	4	3	4
FCO Travel Advice	2	3	3	3	3	2	2	2	3	4
Host Nation Travel Advice	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Transportation	3	4	4	4	4	4	4	4	4	4
Security	4	4	4	4	4	4	4	4	4	4
Civil Unrest	3	2	2	3	3	3	2	3	2	4
Violence/crime	2	3	3	4	4	4	3	4	3	4
Terrorism	5	5	5	5	5	5	5	5	5	5
Conflict (war)	2	2	2	2	2	3	2	2	2	3
Hurricane	2	1	1	2	2	2	2	2	2	2
Earthquake	4	3	3	3	3	3	3	3	4	4
Flood / Tsunami	2	5	5	4	4	4	4	4	2	2
Medical Services	1	3	3	3	3	2	2	3	3	3
Nature of Project Intervention		2	2	2	2	2	2	2	2	2

³ The risk assessment was carried out in October 2018 by Akhlaq Ahmed – Programme Officer, approved by Zainab Fazil, SRO – BDRP, Joanna Reid – Head of DFID Pakistan and Pete Vowles, Director – Asia Caribbean and Overseas Territories.

Appendix A: of Contract Section 4, Appendix A, Annex A (Terms of Reference) Schedule of Processing, Personal Data and Data Subjects

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ol style="list-style-type: none">1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.

