

Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: **Pegasys International**

Framework Agreement for: **International Multi-Disciplinary Programme (IMDP)
Framework Agreement**

Framework Agreement Purchase Order Number: **8373**

Call-down Contract For: **Sustainable Manufacturing and Environmental Pollution
(SMEP) Programme – Programme Manager Component**

Contract Purchase Order Number: **8583**

I refer to the following:

1. The above-mentioned Framework Agreement dated: **April 2019**
2. Your proposal of **2 August 2019** and subsequent technical and commercial clarifications dated; **19 September 2019, 23 September 2019** and **2 October 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 **6 November 2019** ("the Start Date") and the Services shall be completed by **5 November 2024** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to the **Department for International Development, Research and Evidence Department (RED)** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £21,784,473 ("the Financial Limit") with a ceiling of **£1,784,473 (One Million, Seven Hundred and Eighty-Four Thousand, Four Hundred and Seventy-Three)** for the **Project Management Agent (PMA)** and up to **£20,000,000 for the Funds** and is exclusive of any government tax, if applicable as detailed in Annex B.

4. Officials



DFID

- 4.1 The Contract Officer is:

REDACTED

- 4.2 The Project Officer is:

REDACTED

Supplier

- 4.3 The Contract Officer is:

REDACTED

- 4.4 The Project Officer is:

REDACTED

5. Key Personnel and Sub-contractors

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

REDACTED

- 5.2 The following sub-contractors have been approved by DFID for the purposes of this contract;

**SouthSouthNorth
International Centre for Climate Change and Development (ICCCAD)**

6. Reports

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

7. Duty of Care

- 7.1 All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:
- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
 - II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
 - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;

- II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Limitation of Liability

- 8.1 The Supplier's limit of liability shall be as provided for in Clause 35.2 of Section 2 (Standard Terms and Conditions) unless a different amount is provided for below in which event that different amount shall apply.

Supplier's Limit of Liability for the purposes of Clause 35.2 shall be £2,000,000.

Where DFID has inserted a figure in this paragraph 8, then the reference to Financial Limit in Clause 35.2 shall instead be a reference to the limit of liability set out here.

9. Monitoring of Call-down Contract Performance

- 9.1 The Supplier shall comply with the performance monitoring conditions set out in Annex A.

10. Commercial Caveats

- 10.1 The following commercial caveats shall apply:
- Fees will only be paid for productive days or whilst travelling at DFID's request.
 - DFID will not pay for a day of rest following travel, either Overseas or in the UK.
 - DFID will only pay for security services which have been mutually agreed in advance and at cost.
 - DFID will not reimburse costs for normal tools of the trade (e.g. portable personal computers).
 - Rented accommodation should be used whenever possible and in particular for Long Term visits.
 - Hotel accommodation should be compliant with the expenses policy and justified on the basis of Value for Money, with costs kept to a minimum.
 - Receipts must be retained for all expenses.

- As detailed elsewhere in the tender documents, DFID will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.

11. Break Point

- 11.1 The contract will be subject to break points after the inception phase and at the end of year two.

12. Scale Up / Down

- 12.1 The Supplier shall commit to being fully prepared in the event any decision is made to scale down the duration of the contract based on (but not limited to) the value and speed at which the fund is dispersed, the performance of the PMA and if the total fund budget of the programme is reduced from the current value.

13. Extension Options

- 13.1 In agreement with the Supplier, DFID reserves the right to extend the contract for up to a further 12 months beyond the end of the Call Down Contract. Any options to extend will be reviewed subject to satisfactory performance of the supplier, the continuing need of the services and agreement on work-plans and budgets for the proposed extension period.
- 13.2 In agreement with the Supplier, DFID reserves the right to increase the contract financial limit by up to £215,000. Any options to extend will be reviewed subject to satisfactory performance of the supplier, the continuing need of the services and agreement on work-plans and budgets.

14. Additional Documents to be included in the contract

REDACTED

15. Call-down Contract Signature

- 15.1 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:



Department
for International
Development



For and on behalf of

Pegasys

Name:

Position:

Signature:

Date:

TERMS OF REFERENCE

Sustainable Manufacturing and Environmental Pollution (SMEP) programme

Programme Management component

1. Introduction

The Department for International Development (DFID) is the part of the UK government that manages Britain's aid to low-income countries and works to eradicate extreme poverty. DFID is working with others to reach the Sustainable Development Goals (SDGs) by 2030.

The Research and Evidence Division (RED) within DFID leads on the generation of new evidence through research and evaluation in order to improve the effectiveness and efficiency of development interventions aimed at eliminating poverty and reducing vulnerability. RED provides this support in four broad areas:

- a. Generating evidence on need and context, enabling decision-makers to better understand the changing nature of the environment in which they are working and to plan for the future;
- b. Supporting evidence on "what works", enabling decision-makers to invest in interventions that are most likely to work;
- c. Facilitating the better use of existing evidence ensuring that decision-makers can access high-quality, relevant information when they need it; and
- d. Supporting the capacity building of research organisations, enabling the development of nationally owned research agendas.

2. Objective

DFID's Research and Evidence Department wishes to contract a Programme Management Agent (PMA) to provide programme management, logistic and administrative support to DFID for the Sustainable Manufacturing and Environmental Pollution (SMEP) programme.

The total value of the contract for this assignment will be £22million over 5 years and will comprise the following elements: up to £20 million programme funds for research and innovation to be allocated through sub-grants, contracts and/or other relevant mechanisms such as Memoranda of Understanding, which will be managed and administered by the PMA under direct instructions from DFID, and up to £2 million in direct fees and costs for PMA services.

3. Strategic Context

The role of manufacturing in the global economy is constantly evolving and continues to provide strong opportunities for economic growth and investment in developing countries, offering a pathway out of poverty and to higher living standards for millions of people (UNIDO, 2015). In future years, building a

manufacturing sector that is efficient, technologically innovative and sustainable, both in environmental and social terms, will be crucial to ensuring continued economic growth and improving the lives and health of millions of people in developing countries (DCs).

However, in developing countries, manufacturing is very often associated with severe environmental degradation, high levels of pollution and negative impacts on public health (NBER, 2010; Islam et al, 2015, Pure Earth & Green Cross, 2016). Chronic health conditions caused by pollution were responsible for an estimated 9 million premature deaths in 2015, which were equal to 16% of all deaths worldwide. This number was three times higher than the combined number of deaths from HIV-AIDS, tuberculosis, and malaria and 15 times more than all wars and other forms of violence (fig.3). A recent ground-breaking study by the ***Lancet Commission on Pollution and Health*** found evidence that in the most severely affected countries, pollution-related disease is responsible for more than one in four deaths (Landrigan et al.2017). The **2015 Global Burden of Disease** study also found that pollution is a major cause of disability, with lead alone estimated to account for 12.4% of the global burden of idiopathic intellectual disability (GBD, 2015).

The theory of change diagram below (Fig. 1) illustrates how the programme is meant to achieve impact through a logical chain that links a number of predefined inputs, outputs and outcomes.

For further information on the strategic context and background of the programme please refer to the original Business Case which is available on [Development Tracker](#) web platform.

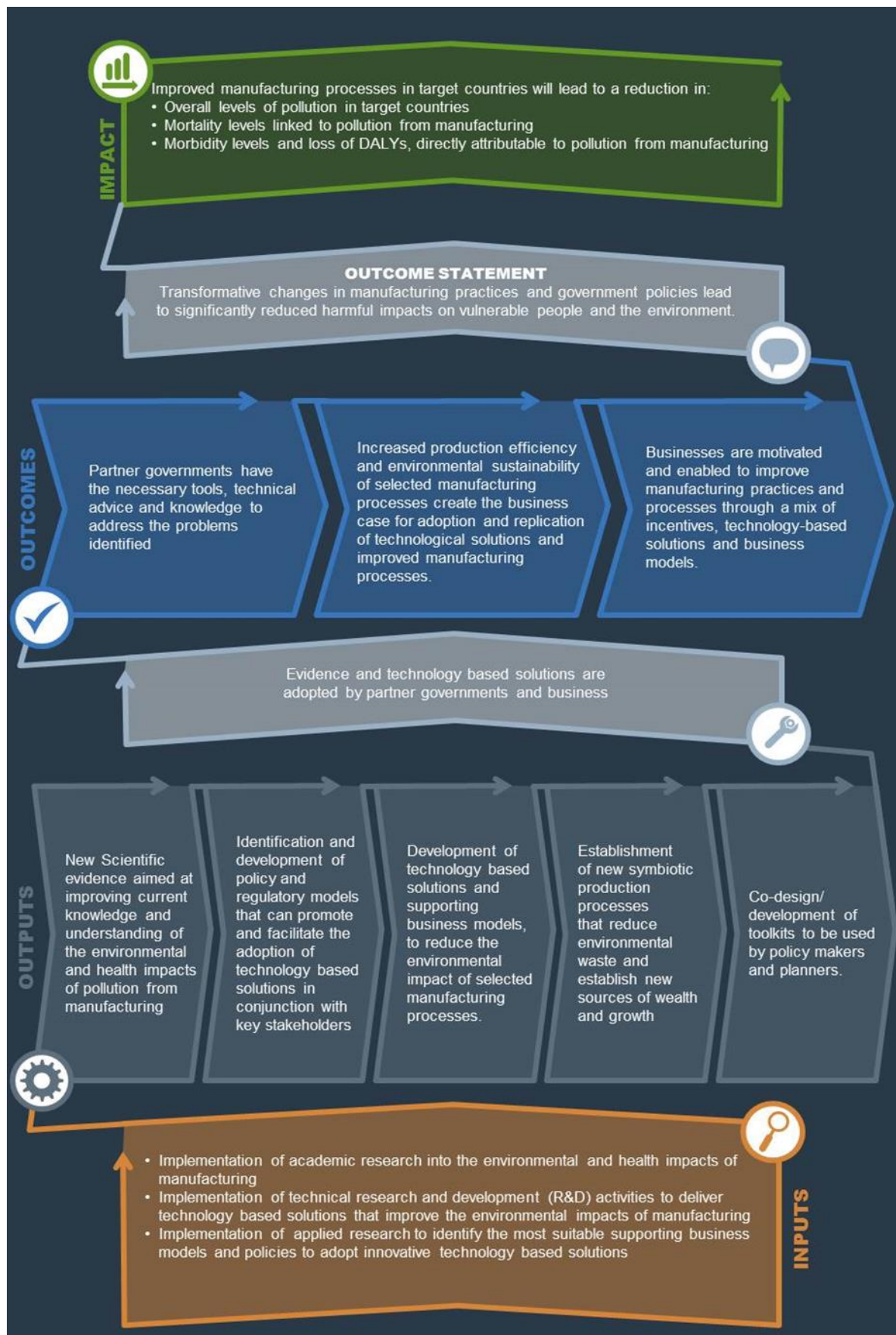


Fig.1: Theory of Change diagram SMEP programme.

4. Background on The SMEP programme

The Sustainable Manufacturing and Environmental Pollution programme will tackle the problem of pollution and environmental degradation generated by manufacturing processes in DFID priority countries across Sub Saharan Africa (SSA) and South Asia (SA), focusing on preventing pollution from manufacturing sources being released in to the environment in the first place. It will do so by developing and testing the application of technology-based solutions and cleaner production methods aimed at reducing the levels of environmental pollution generated by targeted manufacturing activities, and by identifying the most suitable policy-based interventions and business models to enable change to happen. It will also generate evidence to support practical solutions with a high chance of take up and impact, including evidence on the environmental, economic and social impacts and the social and political economy influences that drive these changes.

The programme research activities will target specific manufacturing sectors that are prevalent in DFID priority countries involving commodities, such as: textiles, clothing, leather, light manufacturing, household products, chemicals and petrol-chemicals, rubber and plastics. The SMEP programme has three core components:

- **Research to develop the evidence to support practical solutions** with a high chance of take up and impact;
- **Developing and testing innovative technology-based solutions** that improve the environmental impacts of manufacturing;
- **Identifying and developing suitable supporting business models and policies** to adopt innovative technology-based solutions.

In addition to the three core components described above the SMEP programme will focus on generating evidence and practical solutions to address the problem of **plastic ocean pollution**, which was recently highlighted as a policy priority by the UK Prime Minister, the Secretary of State for International Development and the Secretary of State for Environment, Food and Rural Affairs.

The programme will take account of gender equality and support opportunities for women's empowerment where appropriate. Relevant logframe indicators will be disaggregated by sex, socio-economic group and geographic locations.

The programme is supported by a total investment of **£24.6million over five years (2019-2024)**. DFID resources will be used to fund research and development (R&D) activities commissioned through transparent competitive tenders and managed by a competitively procured programme management agent. DFID will partner with the United Nations Conference on Trade and Development (UNCTAD) based in Geneva, which will provide a range of technical assistance.

5. Scope of Work

Under these Terms of Reference (ToRs), which will be annexed to and will form an integral part of the contract to be agreed between DFID and The Programme Management Agent commits to provide a range of programme management, logistic and administrative support services to DFID.

These will involve the delivery of the outputs listed below. DFID reserves the right to modify and/or refine any of the outputs described below by mutual consensus and agreement to be confirmed in writing at the signing of the contract or any time after that, if the circumstances related to the implementation of the SMEP programme may change to an extent that would be recognised by both parties to pose an insurmountable obstacle to the delivery of any activities.

DFID will appoint a Programme Management Agent (PMA) who will be directly accountable to DFID and will be in charge of contracting out and managing the main programme research funding and operations. The PMA will also be responsible for the day to day running of the SMEP programme, including the provision of financial and fiduciary risk management for the whole programme and for undertaking other routine programme management tasks such as: Monitoring Evaluation & Learning (MEL), regular reporting of progress, organisation of regular review meetings and communications. DFID will directly supervise the PMA in conjunction with UNCTAD, who will support DFID in providing technical and strategic leadership for the programme.

Figure 2 below provides an illustration of the planned management structure of the SMEP programme and how the PMA fits within the overall governance structure.

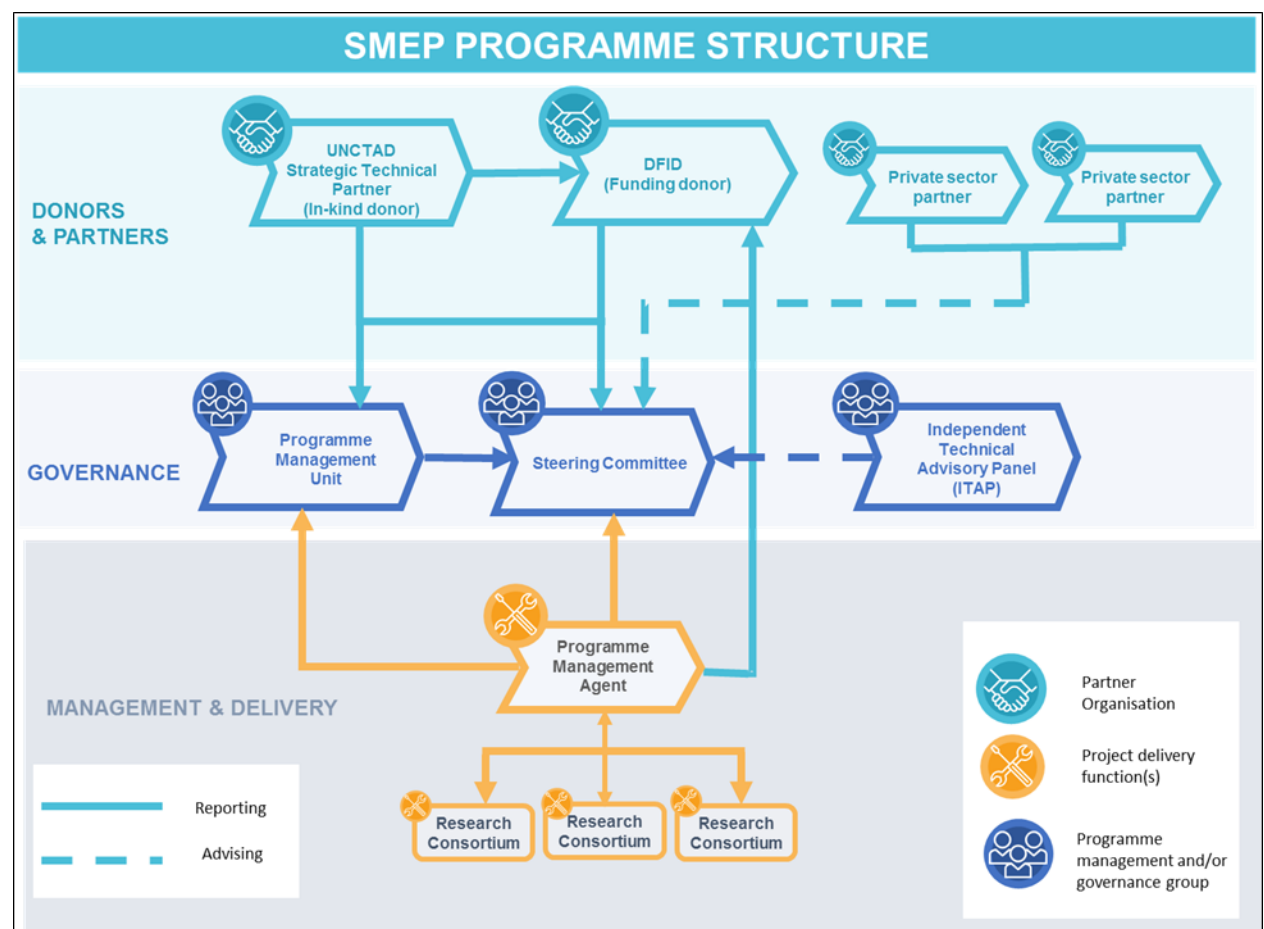


Fig.2 Governance & management structure for the SMEP programme

6. List of outputs and deliverables

6.1 The inception phase will run for a period of six months from the signing of the contract with the preferred bidder. Inception phase deliverables are:

- *Agreement of outputs and related KPIs (within 30 days of contract signing);*
- *Drafting and agreement programme logframe (within 30 days of contract signing);*
- *Drafting and agreement of programme implementation plan and timeline (within 30 days of contract signing);*
- *Set-up of programme management structure and administration systems (within 45 days of contract signing);*
- *Set-up of programme governance structure (within 60 days of contract signing);*
- *At least one competitive procurement exercise set-up and launched (within 120 days from signing of contract).*

An indicative list of activities to be undertaken by the PMA is outlined below. Whilst this is expected to provide a very close and accurate description of the requirements, outputs and deliverables expected as part of this contract, it will also be imperative for the successful bidder to demonstrate a degree of flexibility and adaptability in meeting the demands of the programme. This will include making all reasonable adjustments to ensure that the SMEP programme is managed and administered according to DFID standards and requirements and may involve the delivery of specific functions and tasks that are not included in the list below.

6.2 Manage call for proposals for funding rounds

- The main purpose of this task will be to organise, manage and run a number of competitive procurement exercises from start to end (expected to be between 3-5), with the aim of appointing the implementing partners who will deliver a range of programme activities;
- Provide administrative support to DFID and UNCTAD in sifting, reviewing and assessing all applications. This will involve organising review meetings and keeping accurate records of discussions and assessment of all applications, including keeping a record of scorings for audit purposes
- Prepare, put in place and manage all grant or contractual arrangements for successful applicants;
- Undertake any required due diligence checks on all downstream partners and organisations receiving grants to manage risk and ensure close fiduciary control in line with DFID guidance.

6.3 Perform programme management functions for all downstream grants:

- The main focus of this task will be to ensure compliance of SMEP programme with the DFID Smart Rules. There are 37 mandatory rules governing DFID's programme cycle and DFID is ultimately responsible and accountable for ensuring compliance with each of these rules in the design, mobilisation, delivery and closure of all portfolios and programmes. As part of this task the PMA will be responsible for identifying and implementing all necessary actions to ensure compliance with the DFID Smart Rules. In discharging its duties against this task, the PMA will need to acquire a detailed and thorough knowledge of the DFID Smart Rules and all associated requirements and will be accountable to the DFID Senior Responsible Owner (SRO) in charge of the SMEP programme.
- Programme Management. The PMA will be expected to fulfil a coordination role, share and disseminate information among programme partners and stakeholders, maintain official programme records and establish a solid audit trail of all programme decisions and actions by recording, collating and storing programme related information. The PMA will also be expected to provide management and administrative support to DFID and UNCTAD as needed, to ensure the smooth running of all programme activities.
- Financial and risk analysis of research portfolio. Under this task the PMA must ensure that all programme funds have been paid to the intended recipient and have been used for the purposes agreed, through the regular scrutiny of invoices, annual audited accounts and financial statements. The PMA must also ensure that no payments are made in advance of need, (i.e. before the funding is needed to enable the programme to proceed). The PMA must report immediately any suspicions of fraud, terrorism financing, and money laundering, bribery, corruption or inappropriate behaviour to the DFID SRO and Programme Manager, who will then advise the PMA on how to proceed and/or engage with DFID Internal Audit Department. Finally, the PMA must ensure that there is a complete, accurate and up-to-date inventory for all programme assets owned by DFID, and that physical checks of the assets take place at least annually.
- Financial management of all downstream grants – including: checking and verifying expenditure claims, disbursement, review of audited accounts, monthly financial forecasting (within a 1% variance) and reporting and financial monitoring against yearly accounts and regular reporting to DFID SRO/PM on finances. In doing so the PMA must ensure that the financial forecasts for the programmes are realistic and updated monthly. The PMA should also explain any variances and how they will be managed. Furthermore, the PMA shall ensure that any relevant taxes (e.g. VAT, customs duties) are included in the budget and all financial forecasts related to all programme activities. The PMA must report all tax related issues promptly to the DFID SRO and Programme Manager who will liaise with the DFID VAT Liaison Officer if further advice is required about UK VAT. The PMA must never provide tax advice to implementation partners.
- Logistics organisation and support. This task will also involve providing support logistics to the whole programme as required, to ensure the smooth running of programme activities. These may include and are not limited to: ensuring that the governance and management structure of the SMEP programme remain

operational throughout its lifetime; drafting, administering and maintaining MoUs, contracts and/or any other type of legal binding or non-binding agreements with programme partners; organising and facilitating regular steering committee and other programme meetings as needed; finding and securing appropriate meeting rooms with telecoms facilities; ensuring availability of all attendees; running and facilitating discussions at regular programme meetings and keeping records of decisions and action points. Providing admin support to DFID and UNCTAD in organising international meetings and events.

- Ensuring Value for money is achieved and maintained across all elements and throughout lifetime of the programme. DFID is committed to maximising the impact of its resources (economy, efficiency, effectiveness and equity). The PMA should ensure that value for money is achieved by carefully appraising possible objectives and delivery options, considering how to use the market and competition and thinking creatively about how to get the best development impact. This will entail understanding what drives costs, assessing value for money against a range of pre-determined indicators and making sure that the programme is achieving the desired quality at the lowest price.
- Risk management of programme portfolio, focusing on implementation of appropriate safeguards and system checks. The main aim of this function is to keep risk of various programme elements within acceptable limits (to be discussed and agreed with the DFID SRO and depending on type of and location of activities) and to implement remedial actions to reduce risk.
- Regular monitoring and updating of Safeguarding and due diligence for all downstream partners. As part of this task, the PMA must ensure that due diligence checks and assessments are conducted for all downstream implementation partners and that delivery chain maps are updated as necessary. This should include the following elements:
 - *The name of all downstream delivery partners and their functions;*
 - *Funding flows (e.g. amount, type) to each delivery partner;*
 - *High level risks involved in programme delivery, mitigating measures and associated controls.*

6.4 Monitoring and Reporting of results

- On-going, regular monitoring of outputs and results including verification through spot checks to ensure compliance with DFID requirements set in the Smart Rules. This task will mostly consist of the routine and systematic collection, reporting and basic analysis of processes, data and information on progress and results being achieved across the programme.
 - As part of this task, the PMA will need to ensure that the SMEP programme is appropriately monitored throughout the year and that it receives the right information from all downstream implementing partners. DFID will provide the PMA with specific guidance on the requirements related to monitoring all programmes, which are covered in the Smart Rules.

- Under this task the PMA must also ensure and that the delivery plan, log frame and theory of change are updated as necessary under direct guidance and instruction from DFID and UNCTAD. The PMA will also ensure that any changes are discussed and agreed with the DFID SRO for the SMEP programme and that any decisions and changes are adequately recorded for auditing purposes.
- This task will be mostly desk-based but may involve some occasional and limited overseas travel to undertake monitoring/verification requirements.
- Assist DFID and UNCTAD in conducting annual reviews and the Programme Completion Review. Annual Reviews (ARs) and the Programme Completion Review (PCR) are important elements of DFID's programme monitoring strategy. The level of detail to be applied to each AR or the PCR will be discussed and agreed with the DFID SRO and will be influenced by the intensity of activity during the period in question. For example, the AR covering a year which has mainly focused on tendering may be quite short. In any case each AR will need to provide sufficient information to the reader to determine whether the results are on track, whether the project represents value for money and what, if any, corrective action needs to be taken.
 - The SRO may also decide to commission a programme mid-term and/or an end of programme independent evaluation which will complement and inform the assessment conducted as part of the AR and PCR process. The PMA shall assist the SRO in commissioning contracting and supervising the implementation of any programme evaluations under guidance and instructions from the same.
- Drafting, maintaining and updating the programme Log frame as needed. DFID uses log frames as one of the main tools to monitor and assess the performance of a programme. Log frames are the essential underpinning source for results reporting in DFID, with results from individual project log frames feeding into Business Plans, DFID's Single Departmental Plan level results and in some cases Sustainable Development Goal monitoring.
 - Logframes are also used to communicate clear evidence of what individual projects and DFID is achieving and support our transparency commitments. Log frames will need to be published on [Development Tracker](#) to provide information on how projects are being delivered and complement other project documentation.

7. Budget

The budget for this contract is £22million. This comprises:

- Up to £20million of programme funds, which will be managed and commissioned by the PMA under direct instructions from DFID, and
- up to £2million (includes applicable VAT and any other UK taxes) for management fees and direct costs, to be paid directly to the PMA.

The PMA management fees and direct costs will be inclusive of VAT.

8. Duration

The overall length of the SMEP programme is 5 years. The contract will consist of two phases, an inception and implementation phase.

There may be an option for time extension by up to 12 months. This extension option is included to provide the flexibility to adapt to unexpected changes.

DFID will have an option to invoke a break clause after the inception phase and at the end of year two. The break clauses provide an opportunity to respond to initial performance and adapt the design of the supplier's approach.

DFID reserves the right to scale down the duration of the contract based on (but not limited to) the value and speed at which the fund is dispersed, the performance of the PMA and if the total budget of the programme is reduced from the current value of up to £20 million.

9. Reporting

The preferred PMA will be expected to provide DFID with regular verbal and written feedback on progress through formal channels.

Monthly calls shall be scheduled as required. These may be more or less frequent depending on need and are expected to decrease in frequency as the programme reaches a more mature phase. The PMA will also be expected to show a degree of flexibility and respond to the programme needs throughout the lifetime of the programme.

Feedback will be provided to the DFID Research team through a short quarterly report which will include a summary of finances and progress, which can be presented at each meeting. The format of this reporting shall be agreed with DFID as part of the "administration systems" listed under § 6.1. Regular progress update meetings can be conducted remotely through video or telephone conference facilities to ensure value for money. A light-touch and easy to compile template will be designed in consultation with the successful bidder, (also to be agreed with DFID as part of the "administration systems" listed under § 6.1).

A more formal annual meeting will be held to review the performance over the preceding year, against a set of key performance indicators (KPIs), which will be developed between DFID and the supplier. Based on the results of these meetings, the PMA will produce a formal report which will feed into DFID's annual review process for the SMEP programme. The format and template of this report shall also be agreed with DFID as part of the "administration systems" listed under § 6.1.

10. Payment and Performance

DFID's preferred method of payment is to link payments to milestones (payment by results). Suppliers will propose a payment plan using payments by results linked to programme outputs that incentivises the achievement of results and value for money.

Suppliers are expected to:

- i. Demonstrate how they will maximise VFM while minimising administrative and PMA costs;
- ii. Propose a payment plan based on outputs achieved, subject to negotiation and final approval by DFID once a contract has been awarded;
- iii. Use public sector rates for travel and subsistence as relevant to each country;
- iv. The PMA will be responsible for their logistical arrangements including in-country transport, office space, translation and other logistical support. The PMA will also be required to cover the duty of care (see below for more details) for all members of the team. All relevant expenses will be covered by the £2 million contract budget;
- v. The suppliers will provide reports on their progress with audited accounts each year;
- vi. The PMA will send invoices quarterly or at any other frequency agreed with the DFID SRO requesting payment against deliverables in line with an agreed payment schedule;
- vii. Expenses accrued to achieve the proposed milestone will be paid in actuals upon invoicing with valid expenditure receipts.

The Programme Funds are capped at £20 million and can be disbursed according to either of the following options:

Option 1:

The PMA will pay the research implementing partners directly in advance and will ensure that each payment request is supported by the relevant mandatory documentation and will assume the operational risks (including delays in reimbursement from DFID and any interest costs incurred) associated with this aspect.

The PMA will then submit an invoice to DFID in arrears after the amount of each payment is confirmed and has been disbursed to the research implementing partners (i.e. the recipients). DFID will pay the PMA subject to the receipt of a valid invoice and supporting information.

Invoices can be submitted to DFID by the PMA, as soon as the payment to the recipient has been processed. DFID will endeavour to make payments to the PMA within 15 days of receiving an invoice from the PMA, provided all supporting documentation is correct and that no additional evidence is required.

Option 2:

When the research implementing partners (i.e. the recipients) issue an invoice to the PMA, the PMA can then issue a request for payment to DFID, who will ensure a payment is made within 10 working days from receiving the request for payment. The PMA can then channel money directly to the recipients as needed. The PMA will be responsible to ensure a steady and reliable flow of funds between DFID and the recipients and will be assessed by DFID on this criterion as one of the key performance indicators.

The PMA will be expected to indicate which payment option they wish to follow in their bid and will have the opportunity to confirm that decision at the time of signing the contract, after which time it will be expected to adhere to the option chosen.

10/a. Programme Management Structure

The PMA should outline in its bid, the programme management structure they intend to employ and why they believe this to be the best way to deliver this component. They should also explain how this structure will work to deliver the interventions in practice. The bid should include key positions within the programme management team. The responsibilities and expertise required for each post should be detailed. The PMA should specify the individuals who will take up key positions.

DFID requires a lead contracting entity, but the PMA is encouraged to consider partnerships with local and international organisations.

The supplier's team should include an appropriate mix of expertise, demonstrating suitable ability to undertake the requirements of the programme.

11. Procurement of Goods and Equipment

Where procurement is undertaken as part of programme activities, this must be done using robust systems which ensure best value for money for the programme. The PMA must ensure that programme assets are accurately tracked, reach their intended beneficiary, and are used for their intended purpose. Bidders should submit a 2-page document as part of their commercial proposal detailing their procurement policy and process for managing the purchase of goods and equipment.

12. Government Tax

It is the supplier's responsibility to establish its taxation position both in the UK and in country and ensure it meets its obligations.

13. UK Aid Branding

Partners that receive funding from DFID must use the UK aid logo (right) on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Partners should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this contract without the prior written consent of DFID.

It should be noted that branding for this programme will be co-branded with both the DFID logo and the EU logo (to be provided)

14. Transparency

DFID has transformed its approach to transparency, reshaping our own working practices and encouraging others across the world to do the same. DFID requires suppliers receiving and managing funds to release open data on how this money is spent in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies, and partners.

It is a contractual requirement for all suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data, and providing evidence of this to DFID. Further IATI (International Aid Transparency Initiative) information is available from www.aidtransparency.net.

15. Digital

If your project or programme has a digital element (either directly created by DFID or by a partner using DFID funding), you must get this reviewed and approved at the earliest possible stage in the process (normally prior to going out to tender) by DFID's Digital Service Team.

<https://www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-dfid-partners-and-suppliers>.

16. Do No Harm

DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation. The programme is targeting a highly sensitive area of work. The PMA 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. The PMA 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.

17. General Data Protection Regulations

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard clause 33 in section 2 of the framework agreement.

18. Duty of Care

DFID takes duty of care (DoC) seriously and expects the to propose methods and an approach to uphold the safety of those involved, for example this could include data encryption, risk assessments, and resources to keep in-country researchers safe. The

PMA should ensure that resources for ensuring ethics and duty of care commitments are met, and risks mitigated, should be clearly labelled in the Budget.

The PMA 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.

The PMA is responsible for ensuring appropriate safety and security briefings for all their personnel working under this contract and ensuring that their personnel register and receive briefings as outlined above. The PMA must ensure all personnel working on the programme receive the required level of training and, where necessary, complete a UK government approved hostile environment training course (e.g. SAFE) or safety in the field training prior to deployment if necessary. Travel advice is available on the FCO website, and the PMA must ensure they (and their personnel) are up to date with the latest position.

Even though the PMA is not expected to conduct any operations in the countries where the programme operates, it may be asked to join M&E and/or performance review missions led by DFID and/or UNCTAD. Given that the countries/areas of work involved in this intervention are currently undetermined, DFID is not able to provide a DoC assessment at this point. On this basis, DFID assumes that this programme will be rated as 'Medium/High' risk for duty of care concerns. Therefore, as part of your tender response, bidders will be asked to submit a 'generic' response to provide assurance to DFID that they can manage DoC responsibilities in even the most challenging of environments.

The PMA is required to carry out a risk assessment (of foreseeable risks) and is required to provide evidence that they have the capability to take on and effectively manage their DoC Responsibilities throughout the life of the agreement.

If the programme activities take place in medium or high-risk locations, DFID will share available information with the PMA on security status and developments in-country where appropriate.

Tenderers must develop their ITT response based on being fully responsible for DoC in line with the details provided above and should confirm that:

- They fully accept responsibility for Security and DoC;
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan;
- They have the capability to manage their DoC responsibilities throughout the life of the contract.

If Suppliers are unwilling or unable to accept responsibility for Security and DoC as detailed above, the tender will be viewed as non-compliant and excluded from further evaluation.

Appendix A: Schedule of Processing, Personal Data and Data Subjects

The completed schedule will be agreed formally as part of the contract with DFID and any changes to the content of this schedule must be agreed formally with DFID under a Contract Variation.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <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.