

Section 4 – Appendix A

CALLDOWN CONTRACT

Framework Agreement with: **DAI Europe Ltd**

Framework Agreement for: **General Economic Development Framework (GEDF)**

Framework Agreement Order Number: **PO 8126**

Call-down Contract For: **PROJ10013: Skills for Prosperity - Lot 2: Delivery Partner Mexico**

Call-down Contract Order Number: **PO 10011**

I refer to the following:

1. The above mentioned Framework Agreement dated **08 February 2019**;
2. Your proposal of **01 October 2019** as amended and clarified by your subsequent e-mails dated:

REDACTED

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 **17 December 2019** ("the Start Date") and the Services shall be completed by **31 March 2023** ("the End Date"), with the option of extending for up to a maximum of 24 months, or 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 and the Government of Mexico** ("the Recipients"), in order to benefit the following key groups:

Directly:

- The citizens of Mexico, especially those from disadvantaged groups;
- Government ministries, agencies, regulatory bodies, state governments;
- Educational organisations and institutions;
- Sector groups, professional associations.

Indirectly (in the long term):

- Businesses - both small and large enterprises;
- Tax payers, informal/formal sector workers and job seekers (including women and disadvantaged communities).

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed **£7,500,000** ("the Financial Limit") inclusive of all government taxes, if applicable as detailed in Annex B.

DAI have confirmed that all applicable taxes have been included and allowed for.

Included within this Financial Limit, the financial ceiling for expenses shall be **REDACTED**. Only expenditure actually incurred will be reimbursed, with receipts required before any Payment is made under the Call-down Contract.

- 3.2 When Payments shall be made on a 'Milestone Payment Basis', the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.

22. PAYMENTS & INVOICING INSTRUCTIONS

- 22.3 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, the Supplier shall notify DFID in writing indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 22.3 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. DFID Officials

- 4.1 The Project Officer is:

REDACTED

4.2 The Contract Officer is:

REDACTED

5. Additional Documents to be included in the Contract

5.1 The following documents are included in and form part of this Call-down Contract:

REDACTED

6. Key Personnel

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

REDACTED

7. Reports

7.1 The Supplier shall submit project reports in accordance with the Terms of Reference at Annex A.

8. Sub-Contractors

8.1 The Supplier has DFID's consent to appoint the following sub-contractors:

REDACTED

9. Duty of Care

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

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

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

10. Break Clause

10.1 There shall be formal break points at the end of the Inception phase and in March 2021.

10.2 **REDACTED**

11. Section 2 - Framework Agreement Terms and Conditions

11.1 Section 2 - Framework Agreement Terms and Conditions require certain parameters be set on an individual Call-down Contract basis. The following clauses will supersede their counterparts at Section 2, for the purposes of this Call down Contract only:

SCHEDULE 3: INSURANCE REQUIREMENTS

7. INSURANCE CLAIMS

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 £75,000 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.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

3. LIMIT OF INDEMNITY

3.1 Not less than to be £7,500,000 in respect of any one occurrence, the number of occurrences being unlimited, but £7,500,000 any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4. TERRITORIAL LIMITS

4.1.1 N/A

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not used

ANNEX 1: REQUIRED INSURANCES

PART B: PROFESSIONAL INDEMNITY INSURANCE

3. LIMIT OF INDEMNITY

3.1 Not less than £7,500,000 in respect of any one claim and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1. N/A

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not used.

12. Call-down Contract Signature

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

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

Name:

Position:

Signature:

Date:

For and on behalf of
DAI Europe Ltd

Name:

Position:

Signature:

Date:

Department for International Development

PROJ10013 (FINAL)

Terms of Reference (ToR)

Skills for Prosperity

Lot 2: Delivery Partner Mexico

TABLE OF CONTENTS:

1. BACKGROUND
2. PROGRAMME OBJECTIVES
3. SCOPE OF SERVICES
4. DELIVERABLES AND OUTPUTS
5. PERFORMANCE REQUIREMENTS
6. MANDATORY REQUIREMENTS
7. SERVICE LEVELS AND KPIs, MONITORING AND EVALUATION
8. CONTRACT MANAGEMENT AND REVIEW
9. CONTINUOUS IMPROVEMENT
10. CONTRACT PERIOD
11. POINT OF DELIVERY
12. BUDGET AND CONTRACT VALUE
13. CONFLICT OF INTEREST
14. GOVERNANCE
15. ASSET MANAGEMENT
16. GENERAL DATA PROTECTION AND REGULATION (GDPR)
17. PAYMENT BY RESULTS AND CONTRACT MODEL
18. RISKS
19. COMMUNICATIONS AND UK AID BRANDING
20. DUTY OF CARE (DoC)
21. ENVIRONMENTAL CONSIDERATIONS
22. TRANSPARENCY

Annex 1	Indicative Mexico Results Framework
Annex 2	Indicative Theory of Change - Mexico
Annex 3	Skills for Prosperity Business Case
Annex 4	Indicative Skills for Prosperity Results Framework
Annex 5	Skills for Prosperity Theory of Change
Annex 6	Duty of Care
Annex 7	Reporting template
Annex 8	Delivery Chain example
Annex 9	KPI Scorecard
Annex 10	Risk Matrix
Appendix A	Schedule of Processing, Personal Data and Data Subjects

ACRONYMS

BHC	–	British High Commission
CDU	–	Central Delivery Unit (CDU)
DFE	–	Department for Education
DIT	–	Department for International Trade
DFID	–	Department for International Development
DoC	–	Duty of Care
DP	–	Delivery Partner
EU	–	European Union
FCO	–	The Foreign and Commonwealth Office
HE	–	Higher Education
HMG	–	Her Majesty's Government
KPIs	–	Key Performance Indicators
GEA	–	Gender Equality Act
GBESH	–	Global Education and Skills Hub
LMI	–	Labour Market Information
MICs	–	Middle Income Countries
M&E	–	Monitoring & Evaluation
MREL	–	Monitoring, Reporting, Evaluation and Learning
ODA	–	Official Development Assistance
PF9	–	Prosperity Fund 9 countries including Brazil, Mexico, South Africa, Nigeria, Kenya, Egypt, Malaysia, Indonesia and the Philippines.
S4P	–	Skills for Prosperity
SEA	–	South East Asia
SRO	–	Senior Responsible Officer
ToRs	-	Terms of Reference
TVET	–	Technical, Vocational, Education and Training
UK	–	The United Kingdom

1. Background

Background - Programme

- 1.1 The Prosperity Fund was announced in the 2015 Strategic Defence and Security Review, and represents a key component of the prosperity pillar of the UK Aid Strategy. It is a cross-government Fund that aims to reduce poverty through inclusive economic growth. Many developing countries, including middle income countries where around 70%¹ of the world's poor live, still face considerable challenges such as rapid urbanisation, climate change and high and persistent inequality, including gender inequality, which can lower long-term growth prospects.
- 1.2 The Prosperity Fund supports the broad-based and inclusive growth needed for poverty reduction to make development sustainable in order to achieve the Sustainable Development Goals (SDGs). The UK has international policy commitments, expertise and comparative advantage across a range of sectors which countries will need to strengthen in order to accelerate progress towards the SDGs, including education, healthcare, finance and infrastructure. Helping partner countries develop these sectors and improve their business environment will give firms and men and women in developing countries greater opportunities to work in a stronger, more productive economy.
- 1.3 This £75m DFID-led cross-Whitehall Prosperity Fund Skills for Prosperity Programme (S4P) has been developed with support and advice from the Foreign and Commonwealth Office (FCO), Department for International Trade (DIT) and Department for Education (DFE). The Skills for Prosperity Programme is classified as Official Development Assistance (ODA). As such, all spend under the programme must be fully ODA compliant and fulfil the legal requirements of the UK International Development Act (2002) and the Gender Equality Act (2014). It must first and foremost deliver primary benefits of inclusive growth and poverty reduction. The programme aims to improve the quality, relevance, cost-effectiveness and equity of Technical, Vocational, Education and Training and Higher Education. It covers 9 emerging economies (Brazil, Mexico, South Africa, Nigeria, Kenya, Egypt, Malaysia, Indonesia and the Philippines).
- 1.4 The programme will contribute to achievement of UK and international commitments on Agenda 2030 and the Sustainable Development Goals (SDGs). This includes SDG 4, to ensure inclusive and equitable quality education and promote lifelong learning opportunities for all, as well as contributing to specific SDG 4 targets to:
 - Ensure equal access for all women and men to affordable and quality technical, vocational and tertiary education, including university;
 - Substantially increase the number of youth and adults who have relevant skills, including technical and vocational skills, for employment, decent jobs and entrepreneurship;
 - Eliminate gender disparities in education and ensure equal access to all levels of education and vocational training for the vulnerable, including

¹ The World Bank (2018). The World Bank in Middle Income Countries, REDACTED

persons with disabilities, indigenous peoples and children in vulnerable situations.

- 1.5 The programme is also in line with SDG 8 on good jobs and inclusive growth, and the focus on marginalised groups fits with the Agenda 2030 Leave No One Behind principle. The country-led, flexible design will ensure that the programme remains closely aligned with shifting partner government priorities and builds on successful initiatives led by the wider international community.
- 1.6 National prosperity and poverty reduction depend on a country's citizens being employed and productive. However, education and vocational training systems in many middle-income countries (MICs) are failing to deliver the skills needed to support sustained growth, holding down productivity and labour market participation in skilled jobs. Global employer surveys tell the same story. ManpowerGroup's 2016/17 survey found that 40% of employers faced difficulty in filling positions, and skills deficits were a significant driver. The World Bank's 2017 Enterprise Survey found that 21% of firms identified an inadequately educated workforce as a major constraint².
- 1.7 The programme will operate in a range of MICs where lack of skills is a constraint to growth. The nine countries were selected for this programme based on the findings of quantitative and qualitative feasibility studies and informed by soft intelligence from UK country missions. Quantitative analysis was conducted in a number of countries, which assessed the potential benefits to poverty reduction from skills and HE interventions along with the business environment and feasibility of actors working in those locations. The poverty reduction factors that were considered included size and structure of labour market, the scale of the existing education system, and the extent of equity challenges in those countries. In addition, UK missions were consulted and led stakeholder consultations to assess the level of potential buy-in for HE and TVET interventions amongst government actors and the private sector.
- 1.8 Demand for high-level skills in MICs is large and likely to grow. Recent analysis of 25+ employer surveys found that a broad range of skills are necessary for labour success. These include:
 - High-level skills, such as critical thinking, analysis, problem-solving, communication and learning;
 - Social skills, such as determination, team-work, commitment, creativity and honesty;
 - Technical skills, such as professional skills, job specific skills and work experience³.
- 1.9 Up to half of today's jobs – around 2 billion – are at high risk of disappearing due to automation by 2030, radically altering the demand for skills. Due to shifts between industries and the changing demands of work within industries, demand

² World Bank. (2017). *Enterprise Survey*. Washington DC: World Bank. Accessed online from: REDACTED [Accessed 3 March 2018].

³Cunningham, W. V. and Villaseñor, P. (2016). Employer Voices, Employer Demands, and Implications for Public Skills Development Connecting the Labor and Education Sectors. *The World Bank Research Observer*, 31(1), 102–134. Accessed online from: REDACTED

for high-level skills will grow, and many low- and medium-skilled jobs will become obsolete. Automation will present particular challenges for manufacturing-led growth, requiring new growth models in the countries affected⁴.

- 1.10 This suggests an important role for HE and TVET which are critical in honing both 'soft' skills, alongside technical or 'hard' skills. HE and TVET build on an educational foundation which starts from birth and is refined during adolescence. The programme will target skills interventions towards areas where there is evidence to show particular interventions to be effective. These have further been informed by local, politically-informed programme staff, in order to be politically responsive within each country context, as well as to better assess the scale of demand and potential impact.
- 1.11 Diagnostic and scoping work has identified a number of specific barriers that contribute to the skills gaps within these MICs. These barriers include: i) inconsistent quality of TVET and HE teaching and leadership, ii) Curricula and qualifications that are outdated and do not align with industry needs; iii) a lack of regulatory or policy framework setting clear objectives and standards; iv) a lack of foundational or key skills for employment e.g. English language; v) a lack of local or institutional capability and capacity; and vi) unequal access to technical and vocational education and training, higher education and careers information for women and poor people.
- 1.12 Addressing the skills gaps within these countries in order to promote inclusive economic growth are long-term processes. This programme has been designed to strengthen TVET, HE and broader skills development systems in programme target countries, contributing to improved education outcomes over the medium to long term, helping to accelerate progress towards achievement of SDG 4. This contribution will have important multiplier effects across a range of SDGs. The expected returns on investment are expected to include both private returns for beneficiaries e.g. through increased employment and earning potential and also wider benefits to society through improved governance, financing and management of TVET and HE.
- 1.13 Secondary Benefits: The Skills for Prosperity Programme is designed to address development obstacles, but additionally seeks to address barriers that prevent both better education and better trade. By improving prosperity in the long-term, the programme should improve export prospects for international business, including those in the UK and in the target countries, in addition to direct opportunities arising from the programme's activities.
- 1.14 Secondary benefits is defined as an improved relationship between the UK and partner countries, and the creation of opportunities for international and UK businesses. Secondary Benefits for the UK are normally additional indirect benefits that stem from the direct primary purpose of a project.
- 1.15 Secondary benefits will be realised through:

- 1) Exports from the UK and other economies;

⁴ The International Commission on Financing Global Education Opportunity. (2016). *The Learning Generation: Investing in Education for a Changing World*. New York: The International Commission on Financing Global Education Opportunity.
Accessed online from: REDACTED

- 2) Outward Direct Investment and Foreign Direct Investment;
- 3) Creation of longer-term market opportunities for international and UK business, including through 'network' effects;
- 4) Promotion and creation of UK 'soft power.' Soft power is both promoted to help companies realise commercial opportunities and helping HMG staff realise primary benefits.

1.16 The Skills for Prosperity Programme will deliver outcomes through six pillars (areas) of activity across the nine programme countries. Not all countries will deliver against each of these pillars but these are the broad categories that we expect country activities to fall within. The six pillars are:

- Pillar 1: Curricula Development and support
- Pillar 2: Teaching and Leadership
- Pillar 3: Policy and Regulatory Support
- Pillar 4: University Partnerships
- Pillar 5: Targeted English Language Teaching
- Pillar 6: Interventions targeted at the inclusion of marginalised groups

1.17 From November 2017 to March 2019 stakeholder engagement combined with a number of global scoping and country specific scoping exercises have been completed in order to build support for the programme in partner countries and determine potential activities within the pillars above. In the course of the work, the FCO programme staff in country have conducted a wide range of high level and technical meetings with Government officials, experts and key stakeholders. This development/transition phase and its resulting findings helped develop and refine design thinking and secure buy in for future activity.

1.18 The programme globally will be delivered through the commissioning of:

- (a) A Global Education and Skills Hub (GBESH):
To operate as the strategic programme partner, leading monitoring and reporting of in-country interventions, as well as providing advisory, delivery and wider programme management services.
- (b) Delivery partners in country:
For the implementation of country outputs.

1.19 These Terms of Reference seek to appoint a Delivery Partner, covering Mexico only.

1.20 The global programme has been designed to complement Cross-Whitehall priorities in Education and International Development. It supports the implementation of DFID's Economic Development Strategy (2017) DFID's Education Policy (2018), which highlight the urgent need to create more, high-quality jobs that are more productive, alongside higher-level skills. This programme will build evidence on how to ensure that skills interventions are closely linked to demand in the labour market and employment opportunities. It also aligns with HMG's recent International Education Strategy (2019).

Background - Mexico

- 1.21 The Skills for Prosperity programme in Mexico will be fully ODA-compliant, in line with legal requirements under the DAC and International Development Act 2002, and with human rights legislation. All activities will have economic development and welfare as the main objective and will contribute to a reduction of poverty in Mexico.
- 1.22 Mexico is defined by the OECD as an ODA-eligible country. Principal causes and effects of poverty and inequality include the informal economy, lack of access to high quality public education and health (which negatively impacts on people's employability and wider social mobility), corruption, poor infrastructure, inefficient institutions, and a lack of innovation (reducing productivity growth). Combined, these severely limit economic and social opportunities for Mexicans, with under-employment a particular concern. According to Mexico's National Institute for Statistics and Geography (INEGI), 57.2% of Mexicans (of whom a disproportionately high number are female) work in the informal sector⁵, and an estimated 22.2% of those aged 15-29 are not in employment, education or training⁶.
- 1.23 Multiple studies⁷ have outlined the challenges facing Mexico's education system, particularly in relation to quality, relevance, equity and cost-effectiveness and its impact on the economic growth. Further scoping work (conducted by the Association of Colleges) in October-December 2018 identified the following challenges to Mexico's labour productivity:
- Insufficient linkages between education and industry, meaning that curricula, teaching methods, equipment and materials are less relevant to the needs of industry;
 - High number of 18-29 year-olds who are not in work, education or training;
 - Large informal sector employing a high proportion of the labour force;
 - Lack of clear 'line of sight' pathways to stable, well-paid employment;
 - Limited coordination and use of labour market data, exacerbated by lack of IAG (Information, Advice and Guidance) resources for youth;

⁵ National Institute of Statistics and Geography (2017) (Instituto Nacional de Estadística y Geografía) '*Encuesta Nacional de Ocupación y Empleo, Informalidad Laboural, Indicadores Básicos, Segundo Trimestre de 2017*'/REDACTED

⁶ OECD Skills Strategy Diagnostic Report Mexico, OECD Publishing (2017)

⁷ Department for Business Innovation & Skills UK, The relationship between graduates and economic growth across countries, August 2013.

- International Community Foundation, December 2017, 4 Barriers to Quality Education in Mexico.

- United Nations, Sustainable Development Goals, Quality Education: why it Matters.

- The Institute for Fiscal Studies, The Impact of Education and Training on the Labour Market Experiences of Young Adults, April 2000. REDACTED The results show, inter alia that there are sizeable returns to participation in vocational training programmes.

- The World Bank, Why education matters for economic development, May 2016. REDACTED

- Limited diversity of fields/courses, levels of study and flexible approaches in Higher Education⁸;
- Negative public perception of technical careers;
- Lack of English language skills and soft skills restricting employment opportunities;
- Low female take-up in STEM subjects;
- Anticipated labour market changes arising from the fourth industrial revolution.

1.24 These conclusions are supported by a substantial body of evidence external to the programme, including studies by the OECD⁹ and the ILO¹⁰, as well as earlier scoping work for the Skills programme by McKinsey and Company (August-November 2017).

1.25 These challenges disproportionately affect vulnerable or marginalised groups including low-income youth, women/girls and people with disabilities, for which reason the programme is expected to target these groups in particular among the wider group of beneficiaries.

1.26 One of the most important challenges in the Mexican education-to-employment ecosystem, and one that this programme will address directly, is the development of effective linkages between education and industry. In-country scoping (AoC and McKinsey) and stakeholder discussions have repeatedly identified that successfully addressing this issue will be key to assuring the long-term prosperity of Mexico and its population. The challenge manifests itself at all stages of the process, including the need to coordinate / and disseminate Labour Market Information (LMI); to align teaching with the relevant industry sectors; to ensure diversity of TVET and HE courses aligned with supply and demand, and to offer effective certification systems which work both for the young people themselves and for prospective employers.

1.27 A number of companies, for example auto manufacturers, have invested in bespoke training facilities for young people, some of which are impressive examples of good practice. However, these initiatives are typically not coordinated among themselves and a significant proportion of the standards, practices and skills taught may only be applicable to the company delivering them - which may reduce the labour market mobility of the young people who receive such training. Industry clusters have also formed in some parts of the country, but such initiatives are relatively absent from other, poorer, regions of Mexico - exacerbating inequalities between states. The situation deters international investment by some companies who would prefer to base their operations in places where the necessary skill-sets (including adequate English language competence) are already in place.

1.28 The Mexico Skills for Prosperity programme will directly address this problem through facilitating effective education-to-employment partnerships at state level

⁸ OECD, Higher Education in Mexico, Labour Market Relevance and Outcomes, January 2019

⁹ OECD, Education Policy Outlook: Mexico, March 2018.

OECD, Education GPS: Mexico, Overview on the educational system, 2018.

¹⁰ ILO, ILOSTAT Country profile: Mexico.

prioritised to sectors key to Mexican national economic development (Output 1). The development of effective linkages between education and industry requires capacity/capability of key actors within both sectors. The programme's Output 2 will therefore develop an enabling environment for a strong skills ecosystem through technical assistance and capacity-building, identifying roles and responsibilities, assessing and then building their capacity and capability, including through training in leadership skills and other non-technical skills so that the new coordination structures function optimally.¹¹

- 1.29 The programme will contribute to poverty reduction in Mexico through providing support to tackle skills deficits, which are holding back sustainable and inclusive growth. Its intended impact is increased capacity for inclusive economic growth in Mexico due to more productive and equitable skills sectors improving employability, employment opportunities and the earning potential of beneficiaries. This will be achieved via the intended outcomes of improved skill levels, employment rates and productivity of beneficiaries (HE and TVET students) in Mexico, particularly for the priority target groups of women, low-income youth and people with disabilities.
- 1.30 These outcomes will be achieved through outputs designed to improve the quality, relevance, equity and cost-effectiveness of Mexico's education-to-employment systems, in line with the four strategic outcomes of the global skills programme as set out.
- 1.31 To achieve these outcomes, the Skills programme will need to coordinate with other programmes and initiatives already active in this space to avoid duplication and capitalise on opportunities to add value and multiply impact. Mexico's new government has made addressing poverty and inequality one of its signature priorities and is already rolling out some specific initiatives in this area, including 'Jovenes Construyendo un Futuro' ('Youth Building A Future') - a programme which gives monthly grants to young people to enable them to join a company for a year and develop their skills. In some parts of the country, Mexico has been developing a 'Dual Model' of education at upper secondary level with support from the German government, as well as Switzerland and Austria; initial steps to extend this to higher education level were taken at the end of the previous administration. Other bilateral partners such as France and Japan are also active in this space, and multilateral organisations have been implementing projects at state level (for example the ILO has been working on the informal sector in the state of Chiapas and elsewhere). A variety of local, national and international NGOs and civil society organisations across the country are also addressing certain elements of the education-to-employment process, and in some cases are working directly with 'Ninis' (youth who are not in employment, education or training) and indigenous communities.
- 1.32 The UK has already had some limited engagement with the skills challenge in Mexico, for example through a Skills for Work project in 2012 (which focused on the energy sector, entrepreneurship and financial services) and through small-scale projects in 2016-17 to train English language teachers and to support reform

¹¹ It should be noted that in addition to teachers and trainers, there are a number of pivotal roles within the education to employment system, such as tutors, managers and administrators. These actors are often a crucial 'missing link' in the system. Output 2 will ensure that those key actors are also identified and targeted by the programme.

of the technical education system at secondary level. Outcomes (direct and indirect) of this work included more than 230 primary-level English language teachers trained and internationally certified across four states; the creation of 8 new student-centred technology clubs; design and launch of a new 'Makerspace'; the design of new curricula and coursebooks; delivery of workshops, and training for 20 teachers in STEM and Maker Education best practice. This engagement, while small-scale in terms of funding and direct impact, had the additional value of demonstrating both the need and the high appetite for collaborative projects in Mexico at state and federal level, and among the various institutions and subsystems which make up Mexico's educational system. This has subsequently been further evidenced through scoping by McKinsey and Company in 2017- which identified TVET, English Language and HE partnerships as opportunities, and by the Association of Colleges in 2018 - which explored the opportunities in more detail at state level, and with the incoming federal government, and recommended an indicative series of specific interventions.

- 1.33 The Skills programme will also need to take account of, and co-ordinate with as appropriate, previous and existing skills-related work being carried out through other Prosperity Fund programmes - for example work in the energy and digital sectors. The other programmes which are currently active or planned in Mexico are: Energy, Future Cities, Anti-corruption & Rule of Law, Financial Services, Health, and International Trade. Some significant work has been carried out in these areas already – for example on Digital Capability and Maturity, Digitalisation Mapping.

2. Programme Objectives

- 2.1 This Terms of Reference seeks to procure a Delivery Partner or Partners¹² that will design¹³, deliver and manage a Programme that delivers a set of activities and outputs in pursuit of the outcomes and impact set out below. These Terms of Reference are seeking Delivery Partners for a component of this global programme, covering Mexico only. The Partner will be required to deliver the programme in Mexico through a Central Delivery Unit and a Resource Pool. The impact, outcomes and outputs for the programme in Mexico specifically have been set out below. The details of the impact, outcomes and intermediate outcomes for the programme globally have been set out in the programme Theory of Change.

The long-term Impact of the programme in Mexico is intended to be:

- Increased capacity for inclusive economic growth in Mexico due to more productive and equitable skills sectors improving employability, employment opportunities and the earning potential of beneficiaries.

The programme's high-level Outcomes are:

- Improved relevance of TVET and HE to the skills set needed by industry in areas key to Mexican national economic development.

¹² Note that in the rest of this document, for brevity, Delivery Partner will be referred to in singular form.

¹³ Where indicative activities listed in this document will not be implemented or are not yet defined.

- Improved quality of learning outcomes from TVET and HE provision in the public and private sectors in Mexico.
- Improved equity in access to the provision of TVET and HE in the public and private sectors in Mexico, and improved progression to employment for marginalised groups.

The programme level Outputs required from the work detailed in this ToR are:

- Facilitate effective education-to-employment partnerships at state level prioritised to sectors key to Mexican national economic development.
- Develop an enabling environment for a strong skills ecosystem through technical assistance and capacity-building.
- Improve access and opportunities for unemployed/under-employed youth.

3. Scope of Services

3.1 Primary Purpose and Beneficiaries

Overall, the programme will benefit poor women and men in Mexico so that they are better served by improved Higher Education and Technical and Vocational Education and Training and are better able to participate in employment and the economic growth of the country.

The ultimate beneficiaries of this component of the programme will be the population of Mexico. The beneficiaries of services provided under this programme will include but not limited to:

Directly:

- 1 The citizens of Mexico, especially those from disadvantaged groups;
- 2 Government ministries, agencies, regulatory bodies, state governments;
- 3 Educational organisations and institutions;
- 4 Sector groups, professional associations.

Indirectly (in the long term):

- 5 Businesses - both small and large enterprises;
- 6 Tax payers, informal/formal sector workers and job seekers (including women and disadvantaged communities).

3.2 Geographical delivery

The programme is procured on a single country basis for Mexico only. The Delivery Partner is required to be able to deliver against all outputs listed in Section 4 Deliverables. Please see further details on conflict of interest and ethical walls in section 13.

3.3 Approach and timeline

- 3.3.1 Delivery Partners are encouraged to bring an innovative approach to delivering outcomes, and outputs, which draw on and help share best practice in the skills, TVET and HE sector. The design of the Programme is expected to maximise additionality and achieve value for money.
- 3.3.2 The Programme should be transformational and aim to deliver systemic change within the Mexican education-to-employment landscape. Programme impact should be:
- Sustainable and replicable;
 - Different/additional to what has been delivered before by others;
 - Leverage additional support or investment; and
 - Lead to greater equality for women and under-represented groups.
- 3.3.3 The Delivery Partner is expected to provide services to design¹⁴, deliver and manage a programme that delivers a set of activities and outputs in pursuit of the programme's Outcome and Outputs as listed in Section 2.
- 3.3.4 The responsibilities of the Partner will fall broadly into two parts:
- **Central Delivery Unit (CDU)** – responsible for driving, managing and coordinating the Mexico programme overall and for ensuring technical, programmatic and financial leadership and quality; and
 - **Resource Pool** – comprising expertise to deliver on individual interventions as agreed by the CDU, the Authority and relevant Mexican Authorities.

Central Delivery Unit

- 3.3.5 The CDU will be responsible for overall programme delivery – driving, managing and coordinating activities over the life of the programme at the federal, state and municipal level. The CDU should be made up of representatives from across the delivery partner (including relevant consortium members). It will need to have a mix of strategic, programme management and technical skills.
- 3.3.6 The Partner will need to appoint a single Programme Director, who will be accountable overall for performance of the Programme. The Programme Director should form part of the CDU. S/he needs to be a sufficiently senior person (with substantial expertise in the education/skills sector) who would have credibility with Mexican federal and state/municipal governments. S/he should have a proven track record of strategic thinking and steering large scale programmes. Proven expertise in working with Mexican stakeholders in a development context is also desirable.

¹⁴ See previous footnote.

3.3.7 The Partner will also need to appoint a Team Leader (“FTE”) who will report to the Programme Director, within the CDU, and who will be first point of contact in charge of liaising and communicating with the Authority and other partners on a day-to-day basis. It is essential that the Team Leader has a substantial expertise in the education/skills sector, is based in Mexico and can communicate effectively in both Spanish and English. Proven expertise in working with Mexican stakeholders in a development context is also desirable.

3.3.8 The CDU will be responsible for two broad types of activity:

1. Strategy and Coordination: Providing strategic technical leadership, programme management and financial direction and quality assurance to the programme by:

a) Preparing and delivering an overall programme strategy which should include:

- i) Annual workplans;
- ii) A Gender and inclusion mainstreaming strategy and action plan;
- iii) Safeguarding;
- iv) Stakeholder and community engagement plan;
- v) Criteria and assessment framework for choosing and prioritising interventions and activities in support of the overall programme strategy. These ideas may be generated by the CDU itself, or – when the programme is up and running - by the Resource Pool, by the Authority, by Mexican stakeholders and federal, state and municipal governments, or by external parties.

b) Managing relationships: In particular, the CDU will need to ensure that the programme aligns closely with other existing/planned Government, donor and HMG ODA programme priorities, such that the programme adds value and is sustainable beyond its lifespan. The Partner will need to work closely with the British Embassy in Mexico to manage these relationships, bearing in mind that the British Embassy works with these stakeholders on a wide range of issues beyond those of the programme.

c) Supporting secondary benefits realisation from the programme, including:

- i) Identifying and supporting the necessary conditions conducive to achieving secondary benefits.
- ii) Informing the Authority of any potential commercial opportunities for UK and international businesses that arise as a result of programme activities or relationships;
- iii) With support from GBESH, reporting towards agreed secondary benefits indicators in the Skills for Prosperity Results Framework.

2) Programme management.

a) Act as the Secretariat for any Mexico programme governance bodies (e.g. working or steering groups that are set up). This will include taking minutes of key meetings and decisions, following up on agreed actions and reporting against them. The Partner will also set up a multi-stakeholder programme Governance Board (or similar) which should include representatives from the CDU, Resource Pool and the Authority, as well as other relevant stakeholders such as the Mexican government, beneficiary institutions, private sector, civil society, other donors and implementers of other HMG programmes. The multi-stakeholder programme Governance Board should seek to ensure that work through the programme does not duplicate efforts with other donors and stakeholders working in the space, and where possible, seek to advance joint initiatives, including through co-funding where appropriate;

b) Risk management: The CDU will need to ensure that the Authority is kept well informed of potential risks and matters of concern to the programme, and that there is a clear and proportionate risk management strategy in place (in the form of a Risk Register updated on a monthly basis) to ensure that the programme remains on track to deliver against its stated objectives; and

c) Procurement: Any procurement undertaken for the programme by the Partner, either for the Resource Pool or for the delivery of specific activities, will be done in accordance with UK public procurement law.

d) Transparency: Provide information to Authority for input into Parliamentary Questions (PQs) and Freedom of Information (Fol) requests as required, including after the life of the programme

Resource Pool

3.3.9 The Partner will be responsible for identifying and assembling a Resource Pool of experts/agencies (including other Framework Suppliers, where appropriate) to deliver or support the agreed interventions. This should incorporate international expertise, including from Government and private sector representatives. Key principles are that the Resource Pool should:

- Deliver value for money;
- Be readily available to respond quickly to demand;
- Contain the right mix of local and international expertise to deliver on the programme's objectives; and
- Support a gender balanced team and diversity principles.

3.3.10 In addition to technical knowledge of specific subject matter relevant to the Strand, the Resource Pool will need to include the following broad professional skills:

- Strategic planning for long-term, complex reform programmes;
- Evidence gathering and analytical capability;
- Policy making;

- Economic analysis;
- Capacity building of national institutions;
- Organisational/institutional reforms and better governance;
- Expertise in development and delivery of technical and non-technical skills training, curriculum development, occupational standards, evaluation and certification, in addition to other key activity categories required by the Programme (see Impact, Outcomes and outputs section).
- Social development expertise, gender equality and women's empowerment;
- Expertise working with marginalised / disadvantaged groups, e.g. indigenous communities, people with disabilities, low-income youth, women/girls;
- Expertise working with private sector e.g. industry clusters;
- Capacity to design and deliver workshops, fora, dialogue events;
- Political economy analysis;
- Strategic communications; and
- Conflict analysis and expertise.

3.3.11 For the purposes of this tender, the services required are organised into phases:

- Inception (until 30th April 2020)
- Implementation (32 months), and
- Closure (3 months).

A maximum period of up to 30 days from the point of award and prior to the start of inception will be allowed for contract signing and initial set-up.

3.3.12 For the Inception phase, the Delivery Partner will be expected to build on the work already completed as part of scoping and transition. This will mean reading the previous scoping reports and consulting with the GBESH. This should be done in conjunction with the relevant in-country post.

During the Inception phase the Delivery Partner will be responsible for setting up the team and processes that will deliver the contract. These processes will likely include, but not be limited to:

- Planning and overseeing the contract delivery;
- Establishing points of contact, coordination and communication strategies with delivery agents and HMG;
- Reviewing / validating the logframe and its indicators;
- Monitoring and evaluation (M&E) approach and establishing a coordination strategy with the GBESH and Prosperity Fund portfolio level MREL contractors;
- Narrative and financial reporting;
- Stakeholder engagement management;

- Risk management, including throughout Delivery Partner's supply chain, fraud, duty of care issues, and safeguarding.

3.3.13 During Inception, the Delivery Partner will be expected to demonstrate that:

- They have understood, and confirmed with partner governments, the activities that will lead to outputs, which will directly contribute to the desired programme outcomes, and that these align with government strategies and the SDGs.
- They have identified, consulted, engaged and met key stakeholders, including partner governments (with facilitation by FCO), carried out stakeholder mapping and developed a Stakeholder Engagement Plan for the design and implementation of the programme. This should include meaningful engagement and feedback from relevant beneficiaries (including service users, target populations, state governments and relevant education and skills organisations, associations, or bodies), civil society (including women's groups, and disabled people's organisations), government partners, private sector, and development partners (bilateral/multilateral).
- Their approach will ensure that the programme has positive and measurable impact on disadvantaged groups, including women/girls, low-income youth and people with disabilities, in remote under-served areas of the country and difficult-to-reach groups such as indigenous communities.
- Their approach will support the generation of a robust evidence base for successful interventions which is accessible and helpful to policy-makers, including Mexican states / institutions not directly involved in the programme.
- They are engaging with the FCO Post and GBESH, including by providing updates to an in-country Programme Steering Committee or Delivery Board.
- They have produced expected work plans and timelines for the duration and completion of activities.
- They have defined and baselined indicators for programme success.
- They know what outputs they are aiming to achieve and they have clear quality thresholds they are aiming to reach.
- They have fully costed the activities.
- They have explored opportunities for co-funding (including in-kind) with a wide variety of stakeholders including businesses/industry, and have a clear plan for how they will pursue those opportunities during the Implementation phase.

- Risks and opportunities have been identified, and risk mitigation strategies are in place.

3.3.14 The supplier will produce a draft Inception report within two weeks of the end of the Inception Phase and allow one week for feedback before submitting a final report within two weeks of the draft being submitted. This report should review and update existing analysis from the scoping and transition phase, to include the following areas:

- A Gender and Social Inclusion Action Plan:
That sets the level of ambition for the programme (as per the Fund Gender and Inclusion Framework) maximises opportunities to improve educational outcomes for women and excluded groups, empowerment and inclusive economic growth. This should also be a standalone document. It should also clearly inform and be integrated into the overall programme strategy, intervention design and metrics and have demonstrated to have done so. This should set out at a minimum, a defined strategy for gender and social inclusion to identify, monitor and manage risk as part of good practice development and due diligence to ensure no harm is done, and inequality is not worsened for GEA compliance. In addition, it should set out how it will maximise gender and social inclusion benefit flows and impact throughout indicative activities and metrics in line with the Prosperity Fund Gender and Inclusion Policy.
- An updated programme log frame:
The Delivery Partner should also contribute to updates to the programme logframe, including baseline data, milestones and targets, identifying reliable and recognised data sources. The revised logframe must include indicators to measure progress on poverty reduction, inequality reduction and gender equality – with data disaggregated by sex, age, disability and income quintile.

The Delivery Partner will also supply:

- Stakeholder and Engagement Plan, and hold a 2-weekly meeting (catch up call) with FCO Post during Inception, with monthly meetings thereafter;
- Costed annual work plan, broken down by quarterly expenditure;
- Monitoring, Reporting, Evaluation and Lesson Learning Plan;
- Risk Register to include programme and project level risks, their potential impacts and proposed mitigation.

3.3.15 During Inception the delivery partner will be required to complete preliminary work in order to further develop and test proposed programme activity ahead of full programme implementation. This is expected to include working with three to six states with varying socio-economic / industry profiles and covering a range of geographical regions.

- Preliminary work anticipated for Output 1:
A feasibility study into the options for enabling effective and efficient use of Labour Market Information (LMI) within one or more of these states, a skills gap assessment to identify priority sectors/industry for programme focus (e.g. Rail, Automotive and 4th industrial revolution industries), review of existing standards, training needs and certification within identified priority sectors in identified states. Establish partnership with key industries, education and training organisations within identified states. Work with in-country post and Mexican government to agree synergies with government priorities.
- Preliminary work anticipated for Output 2:
Review of roles, responsibilities, capacity and capability for effective delivery and coordination of TVET and HE within identified states through a capability gap analysis of existing management system of TVET and HE, including: accreditation, inspection and management and monitoring of training providers and certification. Safeguarding assessment and identification of specific institutions that would benefit from technical assistance. Work with in-country post and Mexican government to agree synergies with government priorities.
- Preliminary work anticipated for Output 3:
Assessment of target states' demographics to map the landscape of youth unemployment and under-employment. Desk-based review on literature to understand the drivers of this challenge; conduct technical workshop with each programme state to discuss drivers, challenges of youth unemployment and under-employment and the opportunities for activity; complete behavioural insights research study to understand what 'nudge' techniques could be piloted that could improve youth awareness/access to employment opportunities; hold Youth dialogue event and work with in-country post and Mexican government to agree synergies with government priorities.

3.3.16 There will be a formal break point at the end of the Inception Phase – prior to transition to the Implementation Phase - which will be subject to DFID approval of the Inception Phase report and deliverables. On successful completion of the Inception Phase, as approved by DFID , the Delivery Partner will start delivering against the agreed Annual Workplans.

Proposed schedule of output-based payments for the Inception Phase:

- Successful completion of satisfactory Inception Report.
- A disaggregated budget (by major expenditure items), showing administration/management versus programme costs, and how these will be effectively managed to deliver quality results and better value for money;
- Private Sector Engagement Plan;
- Delivery Chain Map:
This will identify all partners (funding and non-funding, e.g. legal/contributions in kind) involved in the delivery of a programme. As a minimum, it should look to include details of the name of all downstream

delivery partners and their functions and funding flows (e.g. amount, type) to each partner;

- A communication plan.
- A feasibility study into the options for enabling effective and efficient use of Labour Market Information (LMI).
- Skills gap assessment to identify priority sectors/industry for programme focus
- Review of existing standards, training needs and certification
- Capability gap analysis of existing management system of TVET and HE, including review of roles, responsibilities, capacity and capability for effective delivery and coordination of TVET and HE within identified states.
- Safeguarding assessment and identification of specific institutions that would benefit from technical assistance.
- Assessment of target states' demographics to map the landscape of youth unemployment and under-employment.
- Desk-based review of literature to understand the drivers of the unemployment / under-employment challenge.
- Technical workshops in programme states to discuss drivers, challenges and opportunities.
- Behavioural insights research study.
- Youth dialogue event.
- Report setting out recommendations on priority states for implementation phase.
- Report setting out identified synergies with Mexican government priorities / programmes and how the programme will engage with these.

3.3.17 The Delivery Partner must deliver the Inception Report and Implementation Plan to the Programme Board which includes representatives of DFID, FCO posts in the programme and other government departments.

3.3.18 The timeline for this Inception Phase has been kept relatively short due to the prior design and engagement work carried out as part of scoping and transition. If changes to the external political environment in a particular country require a re-adjustment of the Strand's timeline, the Delivery Partner could be granted permission by DFID to extend or shorten the Inception Phase, as necessary.

3.3.19 Changes and / or additions to proposed Outputs may be required during the Inception Phase, due to changes in political context or partner priorities, so any approach / methodology will need to be sufficiently flexible to accommodate these changes.

Approval of the Inception Phase report will be based on but not limited to:

- High quality performance of the Partner delivering all the required elements of the Inception Phase report in timely manner;

- IDA and GEA compliance;
- Positive feedback from key stakeholders.

3.3.20 The Implementation Phase is to provide the technical assistance agreed upon with DFID and the FCO in the Inception Phase.

3.3.21 The Implementation Phase will commence no later than 5 months post contract signing and run until March 2023 at which point all activities and spend must be concluded.

3.3.22 During Implementation, as stated above, the Delivery Partner must deliver activities which contribute to the Outcomes agreed for that country and the overall programme objectives. This will mean that the Delivery Partner will be working to deliver against the Outputs which have been outlined in Section 4. Outputs should not be delivered in isolation and complementarity and overarching synergies should be fully explored in order to achieve programme outcomes. The Delivery Partner is expected to define the optimal approach to implementation, which will be agreed with DFID.

3.3.23 Programme delivery should be underpinned by the following core principles.

- Be responsive to the needs and demand driven by the poor especially women, low-income youth and people with disabilities and promote joint prosperity.
- Working independently to minimise the need for day-to-day supervision by the Authority and other key stakeholders.
- Validate, use and disseminate programme findings.
- Value for Money principles followed with key indicators and evidence based VFM reporting.
- Comply with procedures and legislation of host government.
- A robust approach to identification and management of project and contextual risks.
- Monitoring and lesson learning.

3.3.24 As part of inception and implementation, programme delivery will include:

- Efficiently performing programme, financial, procurement and staff management functions, ensuring a high level of quality control for all work which also delivers VfM.
- Delivery of the proposed interventions and outputs, quantifying expected benefits and performance indicators in line with logframe. Implementation should be in line with work plan and deliverables as agreed upon during the Inception period.
- Management of workshops and events in partnership with the programme team based at post.

- Facilitate co-ordination between key stakeholders in the skills sector in country, including other HMG partners, multilaterals, other donor organisations and Mexican government.
- Support effective information management, this should include the use of information systems for storage and reporting and clear information processes including clear lines of communication between stakeholders.
- Abiding by all “Duty of Care” considerations for international and local staff employed during the Inception and Implementation of UK Skills for Prosperity Programme in Mexico.
- Fiduciary oversight, management and reporting of programme funds.
- Managing the disbursement of funds to successful partners including auditing results. Given the programme will have a results based payment strategy, it is critical that the successful bidder has in place effective systems to audit and track results to ensure that over-reporting does not occur.
- Developing a due diligence checklist to ensure projects deliver VfM, minimises fiduciary risk and ensures that all suppliers and grantees are subject to rigorous due diligence review based on UK Government prescribed Due Diligence guidance.
- Continually improving the structure and management of project based on feedback regarding the performance and impact.
- Establishing and maintaining effective and transparent working relationships with other relevant organisations and programmes.
- Delivery chain mapping and proactive management of fund flows, risks mitigation and VFM (value for money) at all levels of the delivery chain.
- Support as needed departmental state functions requests related to the programme, such as providing information in response to Parliamentary Questions (PQs) and Freedom of Information requests (FOIs), correspondence, visits, National Audit Office (NAO) reviews, Internal reviews and ICAI reviews.
- Systematic documentation of all knowledge products generated through this TA support for access by relevant stakeholders both internal and external. Document case studies of good practices and positive change brought about by the project. Capture key areas of strategic support that would have helped in making policy shifts. Disseminate case studies and key lessons learnt to enable other stakeholders shape their own policies and strategies.

3.3.25 The Closure Phase will occur in the last few months of programme delivery and occur concurrently with the end of the Implementation Phase. During this phase, the list of activities below, referred to as the “Exit Checklist” must be completed. The aim of this is to ensure activities are handled at the end of the programme in a way that supports sustainable capacity building. The Closure Phase must also include final reports and any concluding activities that can leave a positive legacy for the programme, leverage future actions or share

lessons learned within and outside HMG. This may mean managing how the activities come to an end or transitioning them for others to continue.

The Exit Checklist shall:

- Address material items which are necessary or desirable for the continued co-operation of the UK Government after the Contract;
 - Require each Party to co-operate to ensure the smooth transfer of responsibilities from the Supplier to any person taking over such responsibilities;
 - Require the Supplier to make final reports to the Mexican government (federal and state-level), in coordination with staff at post;
 - Require the Supplier to deliver to DFID (if requested or as otherwise directed by DFID) prior to the date of termination or expiry of the Contract any finished work or unfinished materials or work-in-progress which relate to the Contract;
 - Require the Supplier to provide to DFID prior to the date of termination or expiry of the Contract a reasonable summary of the status and next steps in relation on-going projects or other material and unfinished activities being conducted or monitored by the Supplier;
 - Require the Supplier to return all Confidential Information to DFID prior to the date of termination or expiry of the Contract Term (as the case may be);
 - Require the Supplier, if requested by DFID, to transfer to DFID or its nominee any or all contracts entered into by the Supplier for the direct benefit of the Recipients, all such transfers to be completed prior to the date of termination or expiry of the Contract;
- Provide for a period of no less than sixty (60) days following the effective date of termination or expiry of this Contract to allow for the exit process to be properly implemented.

3.3.26 The Delivery Partner will be responsible for delivery of the Closure Phase. DFID/FCO will support the Delivery Partner by promoting or hosting events that support the positive legacy, leveraging and lessons sharing component of this phase. The Delivery Partner must ensure that a sustainability plan is proposed by the end of the first year and should ensure closure planning incorporating the potential for early closure.

3.4 Governance and Reporting

3.4.1. Strategic direction and overall decision making for the global Skills for Prosperity programme, including in Mexico, will be guided by the Strategic Programme Board. Chaired by the DFID SRO it is comprised of representatives from DFID, FCO, DIT, and DfE.

3.4.2. Programme management unit (DFID/FCO): The SRO will be supported by a joint DFID/FCO programme management unit based across DFID and FCO with responsibility for the UK-based management of the programme. This includes liaising and managing the Global Britain Education and Skills Hub which will lead on the day-to-day management of the programme. The programme management unit is responsible for taking the programme forward from contract signature to closure, maintaining overall coherence and integrity of the programme, managing programme budget, communications and stakeholders. The Programme leads will also chair the monthly Operational Committee and will be the link into the Programme board.

3.4.3. Programme Operational Committee (POC): The programme operational committee will meet monthly and be chaired by either the DFID or FCO Programme Lead and include Skills programme managers in each post, representatives from DiT, and the Programme management unit. It will be responsible for programme oversight, co-ordination of work between delivery partners, operational decisions and will report to the Strategic Programme Board. The POC will review programme progress ensuring:

- Programme delivery is on track
- Programme finances are properly managed
- Risk management and mitigation
- Effective alignment and learning across countries and activities
- Action is taken in the case of any reports of fraud or other misuse of funds
- IDA and GEA Compliance.

The Delivery Partner may on occasion be invited to attend monthly POC meetings, and/or the quarterly Skills Programme Board, either in person or via tele/video conference on request of the chair.

3.4.4. The Global Britain Education and Skills Hub (the GBESH) will manage the monitoring and reporting process on behalf of the Programme Team and provide a critical interface with UK expertise on HE and TVET. If a DP is procured or ready to commence project delivery prior to the set-up of the GBESH, HMG will contract and manage the DP directly, in the interim, until the GBESH is set up after which these responsibilities will be handed over.

3.4.5. The GBESH may also oversee the delivery of some project activities, as well as dispense technical assistance, where appropriate and needed, to DPs, and support the SRO and HMG programme management unit in coordinating and promoting cross-country synergies. DPs in-country will need to work with the GBESH to support the aims of the programme.

3.4.6. In-country Steering Committees:

There may be an in-country equivalent to the POC, which DPs are expected

to attend and brief. This may be the same as, or in addition to, an in-country mechanism for briefing government partners on the programme, as part of ensuring local alignment and ownership.

Reporting requirements

- 3.4.7. The Delivery Partner will provide regular progress reports (monthly, quarterly and annual) to DFID / in-country programme lead and the GBESH, and attend monthly progress meetings with the in-country programme lead (or at Post Steering Committee). These meetings will review progress towards delivery of outputs, the budget forecast and actual expenditure, results achieved and risk mitigation.
- 3.4.8. The Delivery Partner will ensure that results from the programme are collated, summarised and shared with DFID, the FCO and other relevant stakeholders, particularly where they have the potential for replication and influencing policy. They should be ready to comply with reporting requirements that may apply locally. Alongside the underlying evidence base, the Delivery Partner should present programme results in a visual and accessible manner. This may include dashboards or infographics that convey programme successes in an impactful way to senior audiences. The in-country programme lead will also report on progress of the Delivery Partner to the POC.

Technical/performance reporting

- 3.4.9. The Supplier(s) will provide Quarterly Reports. Quarterly Reports will assess progress against the agreed work plan and milestones, KPIs and logframe targets, including qualitative assessment of programme interventions. This report will identify achievements, opportunities and constraints in the delivery of the programme. This will include a quarterly update of the risk assessment and delivery chain mapping.
- 3.4.10. The Prosperity Fund's Evaluation and Learning contractors will undertake mandatory annual reviews which will measure progress against annual milestones, Key Performance Indicators and VfM metrics: reports from the Supplier(s) and information provided by the Monitoring and Reporting contractor will be used in this process. Annual reviews will also look at budget execution and all aspects of implementation arrangements. The annual review process will provide recommendations to enhance delivery and achievement of outcomes.

Financial reporting

- 3.4.11. The Supplier(s) will be required to provide monthly expenditure figures

and forecasts to DFID, on a resource accounting basis and broken down by key cost drivers. Supplier(s) will also be required to provide quarterly financial reports including disbursements to downstream Supplier(s).

- 3.4.12. Quarterly reports will include spend by cost category and output/activity. Forecasts should be realistic and free of optimism bias, with suppliers informing DFID of potential slippage or overspends as soon as they are identified. Supplier(s) will also be required to provide annual audited accounts that separately identify DFID funds, associated disbursements and unspent funds. Timing of payment requests to DFID should be scheduled to meet DFID's 90:10 requirement (90% before December) as far as possible.

MREL

- 3.4.13. The Prosperity Fund requires that all programmes conduct Monitoring, Reporting, Evaluation and Learning (MREL). As part of MREL, the Skills for Prosperity programme will be measuring the number and type of Delivery Partner activities, the Outputs and, where feasible to do so, resulting Outcomes for men, women and marginalised groups.
- 3.4.14. MREL will be designed to capture not only the effectiveness of the programme activities but also system-wide changes occurring in other parts of the TVET, HE and/or skills system. This is necessary to understand whether strategies and activities are having any effect on system strengthening. In practice this means:
- including context and system-wide monitoring (contextual monitoring will include at least one outcome monitoring indicator and associated means of verification to track system-wide changes).
 - monitoring outcomes to explore causal links and contributions towards other education and skills outcomes.
 - monitoring for unintended consequences, these approaches will be explored with the GB Education and Skills Hub and/or MR contractor.

3.5 DFID and FCO Roles and Responsibilities

- 3.5.1 DFID and the FCO are responsible for oversight of overall programme and its delivery. DFID are the lead department responsible for the programme and the programme will be overseen in country by Programme Managers based in FCO posts. As such, both departments will be closely engaged with the delivery of the programme. Details of this will be agreed with the Delivery Partner during the Inception phase. As a minimum, the DFID and the FCO – drawing on the support of the GBESH – will:

- Lead and manage relationships with Governments in partner countries and other key stakeholders and support and facilitate engagement by delivery partners with partner governments where essential for programme implementation.
- Approve the overall programme strategy, annual work-plans, Gender and Inclusion Action Plan, and individual outputs, on being satisfied with the quality.
- Connect the Delivery Partner to information and contacts on other programmes and initiatives supported by the UK Government (e.g. Department of Education; Department for International Trade and BEIS) to enable links and synergies.
- Oversee relationships with other multilateral/bilateral agencies to harmonise initiatives and facilitate knowledge exchange.
- Monitor, assess and manage the performance of the Delivery Partner and the overall programme.

3.5.2 DFID/FCO will not provide translation services and should not be expected to provide operational support germane to programme delivery.

3.5.3 The GBESH will be responsible for providing the following services to the Skills for Prosperity programme:

Delivery Services:

- Project delivery of pre-designed project activities at the request of the Cross-Whitehall Skills Programme Board (up to 4 of the 9 countries), at DFID's discretion.

Management Services:

- Managing the programme and portfolio of interventions (including delivery partners) and financial management;
- Managing commercial and procurement activities, as appropriate, to secure downstream delivery partners, where needed.
- Monitoring, reporting, evaluation and learning (MREL) function for the programme's portfolio of projects;
- Maintaining and sharing data, working in partnership with DFID and FCO, its overseas network and other stakeholders
- Managing outreach, engagement and communications across the portfolio.

Advisory Services

- Providing technical expertise to relevant delivery partners, DFID-FCO Programme Team and programme network at post on English Language Training (ELT), Higher Education and Technical and Vocational Education and Training (TVET).

- Advising the Cross-Whitehall Skills Programme Board on the design of a portfolio intervention strategy – identifying a targeted and balanced portfolio of interventions.
- Providing education and skills policy support, including promoting research in best practice in skills development.

Project services

- Supporting project inception phases to ensure a strong and efficient start to in-country interventions.
- Supporting baselining activities for programme interventions.
- Supporting delivery partners and projects to generate secondary benefits, in line with the programme's Secondary Benefits Plan, working closely with DIT.

4. Deliverables and outputs

- 4.1 The Delivery Partner should be prepared to deliver Activities and Outputs listed below, and in turn help deliver the Programme-level Outcomes as detailed in Section 2. The Delivery Partner will also be encouraged to identify innovations and creative solutions and plan for the delivery of any further Outputs which are identified as part of the Inception Phase. The Delivery Partner will need to collaborate, consult and engage with partner governments and other stakeholders (including local communities, service users, civil society organisations, private sector, development partners) to develop, deliver and monitor these activities.
- Bidders should make clear how they will deliver the country level Outputs below. They may draw on the indicative Activities suggested below and / or suggest different or additional approaches to maximise impact and value for money. Please note that the following country level indicators are illustrative examples, and neither set in stone nor exhaustive. Country-level indicative outputs, indicators and activities will need to be further developed to take into account gender and social inclusion.

Mexico Outputs

The broad requirements and indicative activities are set out below for each of the outputs. This is an indicative list and will be reviewed and finalised in agreement with the Supplier and programme recipients during programme inception.

Output 1 - Relevance	Facilitated effective education-to-employment partnerships at state level prioritised to sectors key to Mexican national economic development
Outcome	Improved relevance of TVET and HE to the skills set needed by industry in areas key to Mexican national economic development
Activities	<p>Inception Phase (until 30th April 2020)</p> <p><i>Working with 3 to 6 states with varying socio-economic / industry profiles and covering a range of geographical regions within the country</i></p> <ol style="list-style-type: none"> 1. Feasibility or regional pilot study into effective and efficient use of LMI; 2. Skills needs gap assessment to identify priority sectors/industry for programme focus, e.g. Rail, automotive and 4th industrial revolution industries, such as AI, digital technology and smart manufacturing; 3. Gender assessment and outreach priorities in identified sectors; 4. Review existing standards, assess options for enhancement or development of new occupational standards; 5. Review training needs in technical and non-technical skills within these sectors and within occupations for these sectors (e.g. cognitive, competence, language, basic skills). 6. Review certification, international recognition of qualifications within identified sectors. 7. Develop partnership with key industries, educational and training institutions (HE and TVET) and local stakeholders within identified sectors; 8. Set up sector-led forums within priority sectors to discuss findings, review and agree skills priorities and develop strategy and programme plan. <p>Implementation Phase (32 months)</p> <p><i>Working with up to 3-4 states with varying socio-economic / industry profiles and covering a range of geographical regions within the country (with mechanisms in place to multiply impact to other states without direct programme input)</i></p> <p><i>We will agree baselines, milestones and activities for the lifetime of the programme with delivery partners</i></p>

following inception period. Types of activities we would subsequently expect to see in the lifetime of the programme include:

9. *Depending on outcome of LMI study:* Set up multi-stakeholder/agencies mechanisms for coordinating, sharing and dissemination of LMI proposal and plan for development;
10. Development (or enhancement of an existing system) of LMI observatory and technical assistance to ensure the effective and sustainable use of this system;
11. *Depending on outcome of sector assessment:* Upgrading of the existing curriculum, occupation and competency standards and qualifications for selected occupations of the strategic sectors (e.g. digital technology, smart manufacturing, rail and energy);
12. Develop / deliver new or enhanced curricula, knowledge products, training models in identified sectors;
13. Identification of training providers, training models and trainees (including priority for supporting GSI);
14. Training programmes are delivered and trainees are assessed and certified;
15. Training of trainers and assessors by international trainers in delivering the above upgraded training programmes and the new programmes;
16. Development and pilot implementation of enhanced core work/ soft skills training programmes to nurture skills and attributes (incl. co-financing by the project especially to support the participation of disadvantaged groups);
17. Development and programme delivery of enhanced skills education and training for selected high skilled occupations (incl. co-financing by the project especially to support the participation of women and disadvantaged groups);
18. Progress reports of the activities are produced, and reviewed by the stakeholders with the view to identifying areas of improvement and

	<p>adjustment as well as to exploring possible expansion to other sectors;</p> <p>19. Post training support provided to facilitate linkages with employment;</p> <p>20. Evaluation of all the pilot programmes and sharing of the findings at the stakeholder groups to consider possible expansion;</p> <p>21. Delivery of English Language training within identified sectors.</p>
Deliverables	<ul style="list-style-type: none"> • During Inception: LMI pilot, skills needs gap assessment, gender assessment, safeguarding assessment, training needs, standards and certification review. • During programme delivery: To be mutually agreed upon by DFID and the Supplier following the Inception report and on a quarterly basis based on annual operational plans and in consultation with recipients
<u>Indicative Indicators</u>	<ul style="list-style-type: none"> • Number of studies / assessments prepared (Inception phase) incl. LMI feasibility study, skills needs gap analysis, GSI assessment, standards reviews, training/certification needs assessments • Number of new or enhanced curricula in areas key to Mexican national economic development; • Number of new or enhanced knowledge training products and/or pedagogical resources developed; • Number of new and enhanced education-industry partnerships formed to support skills and business development; • Qualitative evidence of improved communication and information sharing between public/private sector (education/businesses); • Number of job placements/apprenticeships agreed with employers attributable in whole or part to the programme; • Number of new or enhanced apprenticeships schemes/work-based learning opportunities or other products of education/ industry collaboration established; • Number of mechanisms or services developed to support and institutionalize labour market brokering linkages and youth employment;

	<ul style="list-style-type: none"> • Number of mechanisms developed to share private sector employment demand and training requirements with host government and public training providers; • Number of employers in key industries expressing satisfaction with skills of labour market entrants; • Number of people (disaggregated with GSI targets) who received information about job matching; • Number of beneficiaries trained in non-technical training (disaggregated with GSI targets); • Number of non-technical training models developed and piloted; • Number of teachers/trainers receiving training in non-technical skills; • Number of new or enhanced non-technical curricula, knowledge training products and/or pedagogical resources developed; • Number of new or enhanced English language training mechanisms piloted / operating in priority sectors; • Number of beneficiaries receiving / in line for internationally recognized qualifications in technical and non-technical skills, including English language; • Proportion of beneficiaries finding productive employment.
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Output 2 – Quality	Developed an enabling environment for a strong skills ecosystem through technical assistance and capacity building
Outcome	Improved quality of learning outcomes from TVET and HE provision in the public and private sectors in Mexico
Activities	<p>Inception Phase (until 30th April 2020)</p> <p><i>Working with 3-6 states with varying socio-economic / industry profiles and covering a range of geographical regions within the country</i></p> <ol style="list-style-type: none"> 1. Review of roles, responsibilities, capacity and capability for effective delivery and coordination of TVET and HE. Capability gap analyses of existing management system of TVET and HE, including: accreditation, inspection and

- management and monitoring of training providers, certification mechanisms, in light of international standards;
2. Industry/TVET institution and HE and local government education bodies workshops held to: discuss findings of review and roles/responsibilities of actors; develop action plan and timeline for improvement; and determine technical assistance priorities;
 3. Identification of institutions (TVET and HE) for technical assistance and beneficiaries (low-income youth, women and disadvantaged groups prioritised);
 4. Assessment of safeguarding policies and practices within TVET and HE completed.

Implementation Phase (32 months)

Working with up to 3-4 states with varying socio-economic / industry profiles and covering a range of geographical regions within the country (with mechanisms in place to multiply impact to other states without direct programme input).

We will agree baselines, milestones and activities for the lifetime of the programme with delivery partners following Inception period. Types of activities we would subsequently expect to see in the lifetime of the programme include:

5. Local capacity for providing technical and Higher Education is improved through training selected state governments to undertake the identification of local educational/skills demands, monitoring and evaluation of education and training programmes and career counselling;
6. Technical assistance to local governance to support the development of improved regulation/strategies and priorities;
7. GSI sensitivity training delivered to system actors (e.g. teachers, trainers, Institution leaders, local government officials etc);
8. Safeguarding training delivered to system actors (e.g. teachers, trainers, Institution leaders, local government officials etc);
9. Existing policies are reviewed and relevant operational guidelines revised;
10. Leadership training and coaching for key institutional leaders delivered;
11. Coaching, peer development, monitoring and learning systems are set up to share best practice between education and training institutions, incl. through forming targeted peer development groups of maximum 5-6 education and industry actors;

	12. Impact assessment completed (from employment and equity/inclusion point of views).
Deliverables	<ul style="list-style-type: none"> • In inception: Actor review and safeguarding assessment • In programme delivery: To be mutually agreed upon by DFID and the Supplier following the Inception report and on a quarterly basis based on annual operational plans and in consultation with recipients.
<u>Indicative Indicators</u>	<ul style="list-style-type: none"> • Number of recommendations, action plans, and role capacity/capability analyses resulting from programme activities (inception phase); • Number of teachers/trainers trained; • Number of new or enhanced market-relevant courses developed with programme support and in operation; • Number of new or enhanced trainer/teacher training programmes; • Number of leadership training programmes created/enhanced; • Number of beneficiaries of leadership training; • Number of GSI sensitivity training programmes delivered and number of beneficiaries; • Number of safeguarding training programmes delivered and number of beneficiaries; • Number of capacity-building technical visits; • Number of partnership MOUs or equivalent agreements signed; • Number of programme-supported TA initiatives to support development and strengthening of quality assurance systems and processes in HE and TVET; • Number of best-practice-sharing initiatives/mechanisms set up; • Number of new or enhanced NOSs/qualification frameworks and standards for accreditation developed or reviewed with the support of the programme; • Number of agreements and/or MoUs signed to enable international recognition of qualifications/standards and best practices supported by the programme; • Number of impact assessments produced.

Output 3 – Equity	Improved access and opportunities for unemployed/under-employed youth
Outcome	Improved equity in access to the provision of TVET and HE in the public and private sectors in Mexico, and improved progression to employment for marginalised groups.
Activities	<p>Inception Phase (until 30th April 2020)</p> <p><i>Working with up to 3-6 states with varying socio-economic / industry profiles and covering a range of geographical regions within the country</i></p> <ol style="list-style-type: none"> 1. Assessment of target states' demographics to map the landscape of youth unemployment and under-employment. Desk-based review on literature to understand the drivers of this challenge; 2. Convene technical workshop with programme states to discuss drivers, challenges of youth unemployment and under-employment and the opportunities for activity; 3. Hold Youth Dialogue event with potential beneficiaries from these states to understand the type of support that could be required; 4. Work with British Embassy and the Mexican national government to identify synergies between programme activity and government initiatives such as the 'Youth building a Future' programme; 5. Complete behavioural insights research study to understand what 'nudge' techniques could be piloted that could improve youth awareness/access to employment opportunities. <p>Implementation Phase (32 months)</p> <p><i>Working with up to 3-4 states with varying socio-economic / industry profiles and covering a range of geographical regions within the country (with mechanisms in place to multiply impact to other states without direct programme input).</i></p> <p><i>We will agree baselines, milestones and activities for the lifetime of the programme with delivery partners following inception period. Types of activities we would subsequently expect to see in the lifetime of the programme include:</i></p> <ol style="list-style-type: none"> 6. <i>Depending on the outcome of the behavioural insights research:</i> Piloting of 'nudge' style intervention to improve youth awareness of employment opportunities and support; 7. Technical assistance to design/deliver Information, Advice and Guidance resources for unemployed and under-

	<p>employed youth, working with Mexican partners and drawing on international best practice e.g. UK LEOS data and development of web-based resources and training packs;</p> <p>8. Technical assistance to improve access of marginalised groups to Higher Education and TVET and employment opportunities. Depending on the Inception report assessment, this could include: technical assistance to HE institutions to advise on funding arrangements and admissions criteria to improve access for marginalised groups; technical assistance to HE and TVET providers to improve careers information, careers counselling provision and facilitate improved industry/education linkages as part of strengthening education-to-employment transition.</p>
Deliverables	<ul style="list-style-type: none"> • In Inception: Behavioural Insights research study • In programme delivery: To be mutually agreed upon by DFID and the Supplier following the Inception report and on a quarterly basis based on annual operational plans and in consultation with recipients.
<u>Indicative Indicators</u>	<ul style="list-style-type: none"> • Number of recommendations and action plans resulting from youth unemployment assessments, dialogue events, behavioural insights research studies carried out (Inception phase); • Number of TVET institutions and HE Departments receiving capacity strengthening on equity issues. • Number of male/female government staff receiving capacity strengthening on equity issues in relation to TVET and HE STEM courses; • Number of TVET and HE institutions receiving technical assistance on funding arrangements / admissions criteria to improve access for marginalised groups; • Number of TVET and HE institutions receiving technical assistance to support careers information and careers counselling; • Number of Information, Advice and Guidance materials produced for unemployed and under-employed youth; • Number of other (e.g. 'nudge'-style) interventions to improve youth awareness of employment opportunities and support; • Number of disadvantaged youth accessing careers information and careers counselling; • Number of industry/education partnerships with new / enhanced evidence-led equity and GSI strategies.

A further list of indicative indicators to be considered can be found in Annex 1 (Indicative Results Framework).

Additionally, it should be noted that the proposed Value for Money rationale for the programme is “additional income earned by those who will be supported by the programme.”

- Suppliers should propose a work plan outlining their technical capacity and capability to deliver the technical assistance outlined in the outputs above. These outputs and deliverables will be reviewed following Inception, upon the agreement of annual work plans and on a quarterly basis following this to ensure they remain appropriate as the programme develops.
- Bids will respond to the outputs set out above with a detailed methodology for Implementation and how this will deliver the programmes outputs, outcomes and impact along with a work plan for the full contract term (to be finalised and agreed following Inception). Annual work plans will be agreed each year and detailed deliverables agreed on a quarterly basis with DFID. Deliverables will be linked to payments and DFID will also undertake Annual Reviews.
- Sustainability is a key part of programme activity and this should be embedded in programme methodology and management. In the final year of programming activity should be focussed on ensuring sustainability of interventions beyond the programme life time, including measures to embed practice, become self-sustaining or operate in receipt of alternative funding channels.

5. Performance Requirements

5.1 In order to provide the services and deliver the outcomes specified within this Terms of Reference, bidders will need to demonstrate the following Supplier Requirements and quality standards, set out in more detail in the evaluation criteria:

- Significant successful expertise in supporting governments in developing countries.
- Expertise in policy and complex, large scale programming in HE, TVET.
- Understanding of the state of skills development, HE and TVET systems in Mexico.
- Expertise in skill development for poverty reduction and the inclusion of marginalised groups.
- Expertise and knowledge of international systems and best practice in TVET and HE.
- Capacity, capability and flexibility to implement some activities at State-level.

- Evidence of possessing the local presence and professional networks that will contribute to delivery of the programme's objectives.
- Understanding of UK aid policy and obligations under the International Development Act, including the Gender Equality Act.
- Demonstrated requisite expertise of applying social and political analysis and people-centred approaches to the education sector and of integrating gender and inclusion dimensions across programmes in a meaningful way.
- The team will also need technical experts in areas including: research, monitoring, reporting, evaluation, gender and social inclusion, programme management, leadership, financial and risk management.

5.2 There will be a preference for firms that have a local and/or regional office, good local contextual understanding, and an ability to communicate in Spanish.

5.3 Bids will also need to provide evidence and demonstrate a proven track record of the following competencies, skills and expertise covering i) development programme management and ii) sector specific skills:

5.3.1 Development Programme Management Capability

Team Leadership	<p>Capability to provide overall accountability, strategic direction, technical oversight, lead diverse multi-disciplinary teams, and credibility with the partner country stakeholders.</p> <p>Team leadership must be sufficiently senior and have expertise in strategic leadership and delivery of large-scale development programmes. They must have the ability to communicate effectively both in English and Spanish.</p> <p>The Team Leader will need: to have significant knowledge in skill development and related private sector work, including extensive expertise in managing a multi-disciplinary TA team. They will need to have a good understanding of the legal, political and policy context of Mexico or similar contexts.</p>
Programme Management	<p>Evidence of robust programme and project management skills. The Delivery Partner will bring significant expertise in delivering technical assistance initiatives and programmes, including the suggested areas of intervention identified above. There will be a demonstrated good understanding of project delivery issues in Mexico or similar contexts. The Delivery Partner will have the capability to ensure effective delivery of the Work Plans and be responsible for ensuring the quality of the outputs, including those delivered by consortium members.</p>

Cross cutting advice and expertise (inc. Gender and Inclusion)	<p>Knowledge, skills and expertise to ensure a people-centered approach and IDA and Gender Equality Act compliance in delivery of development programmes. Ability to support poverty focus, participatory approaches, social inclusion, gender equality and women's economic empowerment - with a particular understanding of the gender dimensions of the education sector.</p> <p>Cross-cutting technical expertise in governance (including political economy analysis), social development, economics, private sector, and environmental sustainability, stakeholder engagement and inclusive growth.</p>
Communications	<p>Capability in having developed and delivered a robust communication plan matched to beneficiaries and key stakeholders (inc Media), for ensuring visibility and enabling easy access to information. Expertise should be capable of delivering communications on education and skills issues both to UK and partner country stakeholders (at community, civil society, business and government levels).</p>
Budget and financial management	<p>Evidence of excellent financial management in line with UK HMG requirements. This will include accurate budgeting and cash flow forecasting; management of bank accounts and petty cash; preparation of funding agreements for individual assignments; management of payment to UK partners; management of any relevant procurement activities; accounting and financial reporting; maintenance of procedures; and taking all reasonable steps to:</p> <ul style="list-style-type: none"> • avoid financial losses and control fraud – including aid diversion through compliance with the UK Terrorism Act (TACT) • comply with operating policies and procedures • ensure full transparency and accountability, including International Aid Transparency Initiative (IATI) compliance • Maintain and protect key financial records and data • Safeguard confidential information • Avoid damage to the public reputation of the UK Government/ High Commissions/Embassies and the Mexican government.

Risk Management	Evidence of expertise in risk management.
Co-ordination with other major programmes/ initiatives, including regionally across countries	The Delivery Partner will need to be able to map others' support, build links and consider ways of maximising synergies to increase impact, including by coordinating with other donors, considering joint programming and potential pooling of resources. The DP also needs to consider wider UK aid resources, including PF, spent in Mexico.

5.3.2 Education and Skills Sector Specific Skills:

- Specialist expertise and proven track record of design/operational delivery in the areas of Education and skills development.
- Excellent knowledge of the wider international education and skills sectors, global standards, including in the UK.
- Expertise in the current regulatory and education and skills policy frameworks of Mexico.
- Expertise and skills in delivery of skills training, development of occupational standards, curriculum development, quality assurance, assessment and certification.
- Expertise and skills in working with the private sector on skills development programmes and the development of education-industry partnerships.

5.4 The programme will need to leverage expertise and adapt and apply lessons learned from the UK and globally as needed and requested by the country stakeholders. Technical expertise from the GB Education and Skills Hub Delivery Partners will need to consider how to draw in other expertise as requested.

5.5 The Delivery Partner will provide a team that includes an appropriate number of senior and skilled representatives to manage the programme. Bidders will need to detail their proposed team structure in their bid, including the roles, responsibilities, names and CVs of key personnel, along with gender balance of the team. Proposals must clearly present the proposed allocation of time inputs of all experts against the deliverables mentioned above, a detailed work-plan and a staffing schedule. Any changes to personnel must be approved by DFID as outlined in the Personnel paragraph in this section.

Performance Management

5.6 DFID and the FCO will monitor the performance of the Delivery Partner based on performance against delivery of the output-based implementation plan, the country logframe, and risk assessment and mitigation plan.

5.7 DFID will link payments to the effective delivery of programme Outputs and, where possible, Outcomes, as part of ensuring value for money is achieved. Bidders will propose a payment plan that suggests how value for money will be ensured. The

payment plan, linked to Key Performance Indicators (KPIs), will be agreed between the Delivery Partner and DFID. Payment of invoices against deliverables will be subject to the satisfaction and approval of DFID in consultation with partners.

- 5.8 In the case of consortia, a single contract will be issued to the lead consortium partner who will be responsible for managing other sub-contractors and partners.
- 5.9 Break Clauses: Any breach of requirements in this Terms of Reference or breach of contract terms will lead to suspension or cancellation of payment unless DFID agrees otherwise. Further details of break points have been outlined in Section 10.
- 5.10 Personnel: The Delivery Partner will strive for continuity of its core personnel over the life of the programme. Any changes that need to be made to either the consultancy team during Implementation shall be subject to advance approval by DFID. Where changes to the Central Delivery Unit and Resource Pool are to be made, CVs of three relevant experts should be shared with DFID in advance. DFID requests for not more than 10% of other support personnel named in the bid to be changed within the first 24 months of issuing the contract, unless otherwise agreed. The programme team leader and key technical experts cannot be alternatively deployed or changed during the first 24 months unless there is a performance reason, medical reason or resignation.
- 5.11 Delivery Chain Mapping: Delivery Chain Mapping is a process that identifies and captures, usually in visual form, the name of all partners involved in delivering a specific good, service or charge, ideally down to the end beneficiary. Addressing this is the actions /activities required to manage regular and exceptional risk throughout the network to reduce exposure and vulnerability.

DFID reports to central government the levels of contracted work being performed by Small and Medium Enterprises SME and other sub-contracted organisations. It is now a requirement to provide details regarding the levels of direct and indirect departmental SME spend with major suppliers to the cross-government SME Small Business Policy team working on this initiative. DFID is also gathering details of the organisations working within the supply chains of directly contracted partners.

- 5.12 As part of the bid, the Supplier(s) will be required to produce a delivery chain risk map which should, where possible, identify all partners (funding and non-funding e.g. legal/contributions in-kind) involved in the delivery of the Skills for Prosperity programme, with reference to CDU and Resource Pool mechanism. Where this is not possible, the Supplier(s) may identify specific stakeholder categories for the purpose of this bid, along with a clear description of how these will be engaged as part of the project's implementation. Risk maps should be reviewed and updated periodically, in line with agreed programme monitoring processes and procedures.

A suggested format is attached at Annex 8.

As a minimum, it should include details of:

- 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.

It is accepted that the Supplier may identify additional local / specialist downstream delivery partners during the inception phase, and there will therefore be some flexibility to accommodate this, in discussion with DFID (and subject to DFID's prior approval). However, for the purposes of this Invitation To Tender, as full a list as possible is requested at this stage.

6. Mandatory Requirements

6.1. ODA:

The Skills for Prosperity Programme is classified as Official Development Assistance (ODA). As such, all spend under the programme must be fully ODA compliant and fulfil the legal requirements of the UK International Development Act, including the Gender Equality Act. Compliance with the UK's Counter Terrorism, Corruption and Fraud Policy and the UK's regulation on the Management of Public Finance will also be required.

6.2. The partner will be accountable for the appropriate use of ODA funds, management of risk and delivery of the project Outputs and Outcomes including adverse effects of aid expenditure that have undesired and unexpected results upon recipients including any adverse gender related impacts.

6.3. Gender: all initiatives using UK overseas development assistance have to comply with the Gender Equality Act 2014. Bidders should ensure that gender issues and opportunities are addressed in design, prioritisation, delivery and monitoring to ensure compliance. Bidders are required to submit a preliminary gender equality assessment (including consultations with women or women's groups) outlining how they propose to address gender issues in the programme design and delivery, and consideration of gender equality will be a requirement of every agreement signed for the delivery of the programme. A gender expert will need to be involved at appropriate stages to ensure the programme continues to do no harm and to maximise the opportunities to deliver gender equality and support women's economic empowerment.

6.4. The UK Gender Equality Act (GEA) 2014 is a legal requirement and supports ODA compliance. Global evidence and consensus demonstrates that integrating gender equality is good practice development, smart economics and makes business sense. The GEA requires 'All UK ODA has to meaningfully consider the impact of how it will contribute to reducing gender inequality and demonstrate that it has done so'. For further information please refer to the Prosperity Fund Gender Policy and Guidance note (available on request). The PF is using a Gender and Inclusion framework to support different levels of ambition on G & I from minimum compliance, to empowerment to transformation. Bidders will need to demonstrate that they have the requisite expertise to ensure gender equality is mainstreamed into the work they are commissioned to do.

6.5. As a minimum, this requires an assessment of the differentiated impacts (benefits and losses) of activities on women and men to ensure no harm is done and that inequality is not worsened and that opportunities to support women's economic

empowerment are identified. This includes identifying potential opportunities to engage and harness the potential of local SMEs and women owned enterprises to deliver programmes.

Standards

- 6.6. DFID has ethics and open data policies and it is the responsibility of the Supplier to understand and comply with them. All data collection activities must adhere to the relevant ethics policies and guidelines for the United Kingdom and DFID. The Supplier must seek approval from DFID for any delay in data publication.

Logistics and Procedures

- 6.7. The supplier will be responsible for all logistic arrangements for Service Provider team members.

7. Service levels and KPIs, monitoring and evaluation

- 7.1 Delivery Partners will be responsible for meeting three types of Key Performance Indicators (KPIs). High-Level KPI's (detailed in Section 17), Service KPIs and KPIs relating to the assessment of impact (Programme Indicators).
- 7.2 The Service KPIs will track whether the Delivery Partner is meeting the milestones for delivery at the Output level and the quality of programme management and delivery. Those will be linked to payments (detailed in Section 17)
- 7.3 The Programme Indicators will be gathered through via the MREL process and will monitor the longer term impact of the programme against the Theory of Change, gathering data which will demonstrate and evaluate the programme impact. Those will not be linked to payments.
- 7.4 DFID will work with the Delivery Partner to agree the indicative Service KPIs (below) and Programme Indicators during Inception Phase. The Programme Indicators relating to assessment of impact will be based on the Theory of Change and Programme and Country Logframes.

Programme KPIs and Indicators

- 7.5 The Delivery Partner will co-operate and engage constructively with the MREL Providers. The Delivery Partner will also ensure that all Sub-contractor and Third Parties involved with their activities comply with their obligations to the MREL System.
- 7.6 To ensure IDA and GEA compliance, partners and reviewers will need to provide a proportionate and meaningful assessment and monitor how the programme will support inclusive growth, poverty reduction, reducing gender inequality and supporting women's economic empowerment, including against specific indicators. The Delivery Partner is expected to monitor, measure and evaluate gender and inclusion dimensions and results, in line with the central MREL system and Prosperity Fund Gender and Inclusion Policy. KPIs should include at least one performance indicator on gender and inclusion. KPIs should include indicators and results which are disaggregated by sex, income quintile, age, ethnicity and

disability where appropriate, in line with the Prosperity Fund central MREL system. Data disaggregation is essential to ensure and demonstrate impact on inclusive growth and gender equality.

- 7.7 The Delivery Partner will report to the Programme Manager or equivalent in the relevant UK diplomatic mission. They will hold monthly meetings in the country of operation to monitor progress, submit monthly progress reports, and ensure effective programme implementation. The Delivery Partner will also ensure that the Programme manager in post has the opportunity to be present in relevant Government meetings.
- 7.8 The Delivery Partner will also submit quarterly progress reports to the GB Education and Skills Hub, and programme manager in post. These will summarise progress made that quarter (as covered by monthly reports) against agreed work plans, including details of resources deployed and any relevant updates to the logframe indicators.
- 7.9 The Delivery Partner will submit Annual Reports at the end of each 12-month period, timed to inform Annual Reviews, detailing how the programme is performing against the agreed work plan, and key Outputs and Outcomes, and their indicators, in the logframe. The Report should evidence how successful delivery of Outputs will positively contribute to the relevant Outcomes and Impact. The contracted Programme Director, or equivalent, will be responsible for the quality of Outputs achieved during the year.
- 7.10 Annual Reports will be used by DFID to undertake Annual Reviews, including reviews of Delivery Partner performance, in line with standard departmental requirements and based on the logframe. The Delivery Partner will help organise these reviews, including through preparation of background documents, organising meetings and other logistical support. An audit of procurement may form part of these Reviews subject to requirement.

8. Contract management and review

- 8.1 The DFID contract manager is based in London/East Kilbride. Any contract-related issues should be taken up with the DFID contract manager. Day to day delivery and reporting will be managed by the FCO Post programme manager, who will liaise with the contract manager.
- 8.2 DFID will review the Delivery Partner performance against the contract as per the following schedule:
 - Regular reporting by Delivery Partner to both in-country programme lead and GB Education and Skills Hub to review activities and financial expenditure against forecast.
 - Quarterly report against annual implementation plan and financial expenditure against forecast.
 - Formal mid-year review against annual milestone plan and results framework outputs and outcomes.
 - Formal annual review against results framework outcomes and impact

9. Continuous Improvements

- 9.1 Continuous improvement by the Delivery Partner is expected in the effective, efficient, economic and equitable delivery of the programme activities and outputs throughout the lifetime of the programme. This will form part of the regular quarterly reporting, bi-annual and formal annual reviews.
- 9.2 Lesson learning and adaptive programme management is an important component of all Prosperity Fund programmes. The Delivery Partner is expected to draw on beneficiary feedback and implement lessons learnt from delivery of the programme and incorporate them into the further implementation of the programme, after first seeking approval from DFID/FCO Post for proposed changes.
- 9.3 An independent evaluation will be conducted half way through the programme and feedback from this evaluation will inform and influence subsequent stages of the programme. DFID will directly commission this evaluation.

10. Contract Period

- 10.1 This contract is expected to begin in December 2019 and run until March 2023 ("Term"), with break points at the end of the Inception phase and in March 2021. Break points will involve a substantive discussion on performance against logframe targets, progress towards outcomes and impact, KPIs and challenges.

11. Point of delivery

- 11.1 It is expected that Implementation takes place in Mexico with significant expected travel within the identified programme states. This will ensure that the programme is close to the ultimate clients of this programme (male and female beneficiaries/service users, governments, regulatory bodies, professional groups/associations and the private sector). Where possible, local/regional consultants based in Mexico with technical knowledge and expertise in the relevant sector should be used.
- 11.2 DFID/FCO will not be responsible for the provision or sourcing of accommodation for the Delivery Partner or subcontractors.
- 11.3 In line with DFID's Duty Travel guidance, the Delivery Partner must ensure that whenever travel is required by the Programme that they do so by the most appropriate means and economic class of travel in order to ensure maximum efficiency and adherence to the Treasury's guidance on managing public finances¹⁵. The Delivery Partner must be able to justify the journey as necessary to the successful implementation of the programme – articulating why their aims cannot be achieved by any other means.
- 11.4 The Delivery Partner is expected to book the lowest logical fare available for air travel. Given public scrutiny on all Government spending and in particular on

¹⁵ Her Majesty's Treasury (2012) Managing public money - guidance. Her Majesty's Government of Great Britain and Northern Ireland, Last updated 7 March 2018 ; Online resource, available from: REDACTED

the aid budget, the Delivery Partner must fly economy. Delivery Partners have the option to upgrade at their own cost.

12. Budget and contract value

- 12.1. The contract will be for an initial period of 40 months up to March 2023.
- 12.2. The maximum budget for Lot 2 over the 40-month contract term is £7.5m (inclusive of all applicable taxes).

The contract will include the option to extend for up to a maximum of 24-months, dependent upon the progress and timeframe of programme delivery, upon approval of an extension to the Business Case, and at DFID's discretion. The maximum value of any such extension shall be £3m (inclusive of all applicable taxes).

- 12.3. If it becomes clear that the programme is unable to achieve the results envisaged, including for joint prosperity, or to manage programme spend at the required pace, DFID reserves the right to scale down the programme. Conversely, if the programme performs well and additional opportunities or economies of scale become apparent, DFID will have the right to scale up the programme. The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the programme.
- 12.4. All expenditure will be against pre-agreed fee rates and project costs. Expenditure will be monitored, reported and accounted for on an annual basis, as part of the Annual Review cycle. DFID reserves the right to arrange an independent audit at any time at DFID's expense.
- 12.5. The Delivery Partner will have overall management responsibility for all elements of the Programme and any supply chain, such as consultants or subcontractors that may be required for the successful delivery of the Programme. The Delivery Partner will need to demonstrate that the key suppliers it plans to sub-contract are fully identified at the time of the bid and that an arrangement is in place as to how the delivery partner and suppliers will work together. References to procurement are only applicable where additional sub-contracting becomes necessary as part of changes to the scope of the programme as detailed in section 12.3. The balance between in-house expertise and procured external expertise will be at the discretion of the Delivery Partner but should take into account the impact on cost.

Contract Award

- 12.6. DFID will award a single contract to the Supplier(s), who will represent and coordinate the sub-contracted downstream partners or consortium of organisations required to deliver different aspects of the programme. The Supplier(s) should make it clear who the lead member is, and will be contractually responsible for delivery of all aspects within their contract, including:
- Ensuring the implementation and reporting of all agreed interventions.
 - Achievement of results targets.
 - Ensuring appropriate downstream partners/consortium members are in place to deliver high quality interventions across all aspects of the programme.
 - Financial management and full acceptance of financial risks.
 - Ensuring agile management of risks including in relation to safeguarding.
 - Carrying out due diligence (including safeguarding), fiduciary risk assessment and risk management of consortia members and all downstream partners.
 - Adhering to DFID reporting requirements and providing additional information as and when required.
- 12.7. DFID expects to engage with all stakeholders for programme implementation, review and learning, and expects to see the programme governance and division of labour aligned to the strengths of different partners.
- 12.8. Before a contract can be awarded, Supplier(s) must provide all information required for DFID to undertake a full due diligence assessment including enhanced due diligence in relation to safeguarding. Delivery chain mapping will be required as part of the bid to ensure they have the required capability and capacity to deliver.

Change Control & Flexibility

- 12.9 A Change Control process will provide opportunity to adjust non-substantial aspects of the contract. Any adjustments are subject to the approval of DFID's Procurement and Commercial Department (PCD).

13. Conflict of interest

- 13.1 Subject to providing acceptable strategies for interface management, Conflict of Interest mitigation/management and separate of duties, we confirm that Supplier(s) – including Sub-Contractors - can participate in bids for both Lots 1 and 2. The onus lies with the Delivery Partner to identify, assess the risk of, and suggest measures to mitigate, any perceived or actual conflicts of interest. This mitigation proposal will be subject to DFID approval.

13.2 A conflict of interest can be deemed to exist where a party (either an individual or an entity) has an existing interest or relationship which could result in an impairment of objectivity. A supplier who has led or taken part in delivering a scoping study can participate in any bid (whether as lead or as a sub-contractor / consortium partner) to deliver the project in that country - but must detail any perceived conflict of interest in their bid, along with mitigation measures.

13.3 DFID shall have the right to require that the Supplier has put in place “Ethical Walls” where any previously provided contracted support to DFID/FCO Prosperity Fund Programmes, e.g. Scoping Studies, has been undertaken, and that all information and deliverables relating to those contracted services completed pursuant to those (to include all working papers, draft reports in both tangible and intangible form) have, and will not be 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, in the preparation of the response to this Terms of Reference.

Ethical Wall measures will also require to be demonstrated (to DFID’s satisfaction) in any bids submitted where the Supplier, or any member of their consortium, intend to also bid for Lot 1: GBESH.

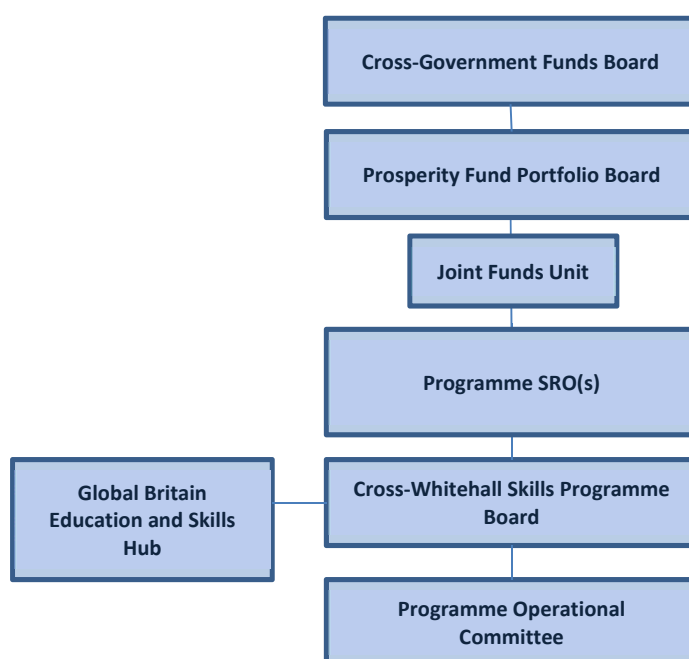
13.4 In the event of a failure to implement Ethical Walls as described above, DFID reserves the right to immediately terminate the contract or exclude the Supplier from bidding where prior knowledge provides for competitive advantage.

14. Governance

Please refer to Sections 7 and 8.

Governance structure

The overall governance structure is set out in the diagram below.



15. Asset Management

- 15.1 The Supplier(s) will need to set out how they will maintain, control and report on any assets purchased with DFID funds, mitigating against theft, damage or loss. A detailed asset management plan will be developed within the delivery plan for this programme. DFID will then determine how the assets are disposed of at the end of the programme as part of the closure strategy. Any funds not spent by the programme will be returned to DFID at the end of the programme. All assets will be disposed of in a way that represents best VfM with a clear record of decision making, including approval by Head of Department or delegate.

16. General Data Protection Regulation (GDPR)

- 16.1 Please refer to the Schedule of Processing, Personal Data and Data Subjects in Appendix A and to the GDPR provisions detailed in the Terms and Conditions of contract.

17. Payment by Results (PbR) and contract model

Payment by Results (PbR)

- 17.1 To ensure high quality delivery there will be a hybrid approach to the payment mechanism, which shall be as follows:
- 17.2 Expenses (including but not limited to Travel, Subsistence, Accommodation, Office Costs etc) shall be paid monthly in arrears and shall be based on actuals, with the final Pro Forma Cost Template unit rates as a ceiling (provided they are in line with the overall budget agreed with DFID and DFID policy on expenses).
- 17.3 In relation to the following Cost Template Items
- Total Programme Team (tab 2. Total Programme Cost)
 - Total Monitoring and Evaluation Costs (tab 2. Total Programme Cost)
Excl. Travel, Subsistence & Accommodation
 - Total Fund Management (tab 2. Total Programme Cost)
 - Lead Organisation Management Fees (tab 2. Total Programme Cost)
 - Lead Organisation NPAC (tab 2. Total Programme Cost)
 - Contract Profit (tab 2. Total Programme Cost)

Inception costs shall be paid:

- Output-based
90% at the end of the inception phase upon satisfactory delivery and DFID approval of the outputs and deliverables detailed in Section 3.3 (including the Inception Report, subject to DFID's approval).
- High-Level KPI-based
10% at the end of the inception phase based on assessed performance for that period as measured against the High-Level KPI's and associated high-Level KPI mechanism detailed later in these TORs.

Implementation costs shall be paid:

- Input-based
REDACTED% shall be paid monthly in arrears, provided these costs are in line with the overall budget agreed with DFID;
- Output-based (refer to detail on Service KPI's in Section 7)
REDACTED% shall be paid quarterly in arrears (with payments being due at the end of each 3-month implementation period) based on satisfactory delivery and DFID approval of outputs as agreed by the parties prior to each 3-month implementation period - provided these costs are in line with the overall budget agreed with DFID. Implementation milestones will be defined during inception.
- High-Level KPI-based
10% shall be paid quarterly in arrears (with payments being due at the end of each 3-month implementation period) based on assessed performance for that period as measured against the High-Level KPI's and associated KPI mechanism detailed later in these TORs (as amended and agreed prior to implementation).

The final performance-based payment shall be due three months after completion of the project.

Payment Milestones

- 17.4 DFID expects measurable output-based payment milestones to be detailed within bid submissions.
- 17.5 If an output-based payment milestone has not been delivered at the expected time, the associated payment will be withheld and a 'reasonable' amount of time (up to 4 weeks) allowed for the supplier to deliver as '*Completed*'. If a milestone is critically time-bound, meaning DFID has stated a specific date for on-time delivery as '*Completed*', then this will be made explicit to the Supplier(s) at the outset and the impact of any late delivery will result in non-payment. The table below categorises milestone progress against payments:

Milestone progress during the reporting period	Category	Payment
No progress against planned milestone	Not started	nil
Less than 50% completion of the milestone	Started	nil

Milestone progress during the reporting period	Category	Payment
50% or more completion of planned milestone	Advancing	Partial payment
100% achievement of planned milestone as per DFID agreement	Completed	Full payment

- 17.6 If a milestone has only partly been met '*Started*' or '*Advancing*' and completion of the milestone is out with the Supplier(s) control, due to unforeseen circumstances, then (where appropriate) DFID will seek to make a payment proportionate to what the supplier's level of effort has been, categorised as a % in the table above. DFID will allow a reasonable amount of time and flexibility to adjust for the supplier to deliver the remaining milestone unless the milestone was determined as 'time-bound'.
- 17.7 If there is a dispute over the quality of a milestone then timely feedback will be provided and the Supplier(s) allowed one opportunity to improve the deliverable to the required standard and for full payment to be made.
- 17.8 Transition from Inception phase to Implementation will be dependent on satisfactory completion of all milestones in the Inception phase and subject to DFID approval of all inception phase requirements, as detailed in this ToR.
- 17.9 Supplier(s) must detail precise output-based milestones payments in line with the PbR provisions detailed in paragraphs 17.2 and 17.3 as part of their commercial proposal.
- 17.8 DFID recognises that definitive implementation milestone payments will subsequently be agreed as the programme progresses.

High-Level Key performance indicators (KPIs)

- 17.9 High-Level KPIs address the Supplier(s) performance in terms of managing the programme. Annex 9 details the High-Level KPIs and the weighted scoring system is set out in the below table, with High-Level KPI linked payments pro-rata as detailed. The table indicates the scoring system for measuring performance and the % 'at risk'. Annex 9 details each KPI and the allocated 'Category Performance' percentage weighting to any given KPI. Each KPI will be scored 1-7 based on the scoring methodology indicated below. The score (1-7) is then multiplied by the respective KPI weighting (Category Performance % indicated in Annex 9) to provide the KPI weighted score. All the KPI weighted scores will be added together to determine a Total Score Achieved (0-700). The % High-Level KPI Payment is dependent on the Total Score Achieved.
- 17.10 Scoring of the High-Level KPIs will be performed by DFID, including inputs from the full DFID/FCO programme team and the Supplier(s). This performance scoring system will include a process whereby any disputes concerning

achievement of the KPIs or otherwise can be dealt with effectively as part of the overall contract management plan.

Table: Weighted scoring system for use with High-Level KPIs

Scoring Methodology	Scoring	Total Score Achieved	% High-Level KPI Payment
Serious Underperformance Consistently below requirements	1	0-199	20% payment
Underperformance Often below requirements	2	199-299	40% payment
Less than Satisfactory Sometimes performs below requirements	3	300-399	60% payment
Satisfactory Mostly meets requirements	4	400-499	90% payment
Good Performance Consistently meets requirements	5	500-599	Full Payment
Exceeding Performance Meets and often exceeds requirements	6	600-699	Full Payment
Outstanding Performance Consistently exceeds requirements	7	700	Full Payment

18. Risk

- 18.1 The Supplier(s) will build on the risk matrix attached at Annex 10 to develop a risk matrix for the programme and each programme country. The Supplier(s) will discuss the Risk Mitigation matrix on a quarterly basis with the DFID/FCO Programme Team and flag any arising risks throughout the course of the programme.
- 18.2 The Supplier(s) will be required to set out their fraud and safeguarding mitigation strategies including internal risk management and reporting systems. DFID will further require that annual financial audits include spot checks of high risk areas of programme activity (e.g. procurement), and – if any causes for concern arise – these must be reported to DFID immediately. DFID will reserve the right to conduct a full forensic audit. DFID takes a zero tolerance approach to fraud.
- 18.3 The Supplier(s) will also be required to develop a risk management strategy during the Inception Phase. This should include a robust approach to appraising and managing risks associated with provision of funding to national and subnational governments.

Risk of Fraud

- 18.4 The risk of fraud through downstream Supplier(s) or with partners in country will need to be mitigated through the Supplier(s) due diligence of downstream Supplier(s), ensuring acceptable levels of financial control and reporting and safeguarding before granting funds. The Supplier(s) will be required to set out how they will monitor the performance and financial management of

downstream Supplier(s) and delivery partners receiving funding through the programme.

Safeguarding

- 18.5 DFID maintains a zero-tolerance approach to sexual exploitation and abuse within Supplier(s) organisations, which includes their downstream supply chains. We expect DFID partners to follow our lead and robustly consider environmental and social safeguards through their own processes. The capacity of our partners to do this and their effective performance will be a key risk assessment factor in programme delivery and monitoring and evaluation.

19. Communications and UK Aid Branding

- 19.1 Supplier(s) that receive funding from DFID must follow UK Aid Branding Guidelines and use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Supplier(s) should also acknowledge funding from the UK government in broader communications but no publicity is to be given without the prior written consent of DFID. A branding discussion will be held with the Supplier(s) and the Implementing Partners and will be captured on the visibility statement and agreed prior to contract signature.
- 19.2 Subject to prior DFID agreement, Supplier(s) should actively promote the work and results of the programme throughout the programme lifecycle, and are required to inform DFID of any important milestones, events, planned media activity or queries from the media. Supplier(s) should also provide DFID with first-hand human interest stories that show how UK aid funding for the programme is making people's lives better. This can take the form of positive stories of people receiving or delivering our aid through the programme, any interesting innovations, research or statistics and results from the programme.

20. Duty of care

- 20.1 The Supplier(s) 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.

Please see annexes for full details of DFID's Duty of Care Policy and country risk assessments.

21. Environmental considerations

- 21.1 The Supplier(s) is expected to include environmental considerations as part of the Environmental and Safeguarding Risk Assessment in the Inception phase and in the delivery of the Contract.

22. Transparency

- 22.1 DFID requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-useable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
- 22.2 It is a contractual requirement for the Supplier 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 information is available from the International Aid Transparency Initiative (IATI)

REDACTED

ANNEX 1

INDICATIVE MEXICO RESULTS FRAMEWORK

As included in the Invitation to Tender pack

ANNEX 2

INDICATIVE THEORY OF CHANGE- MEXICO

As included in the Invitation to Tender pack

Annex 3:

Skills for Prosperity Business Case

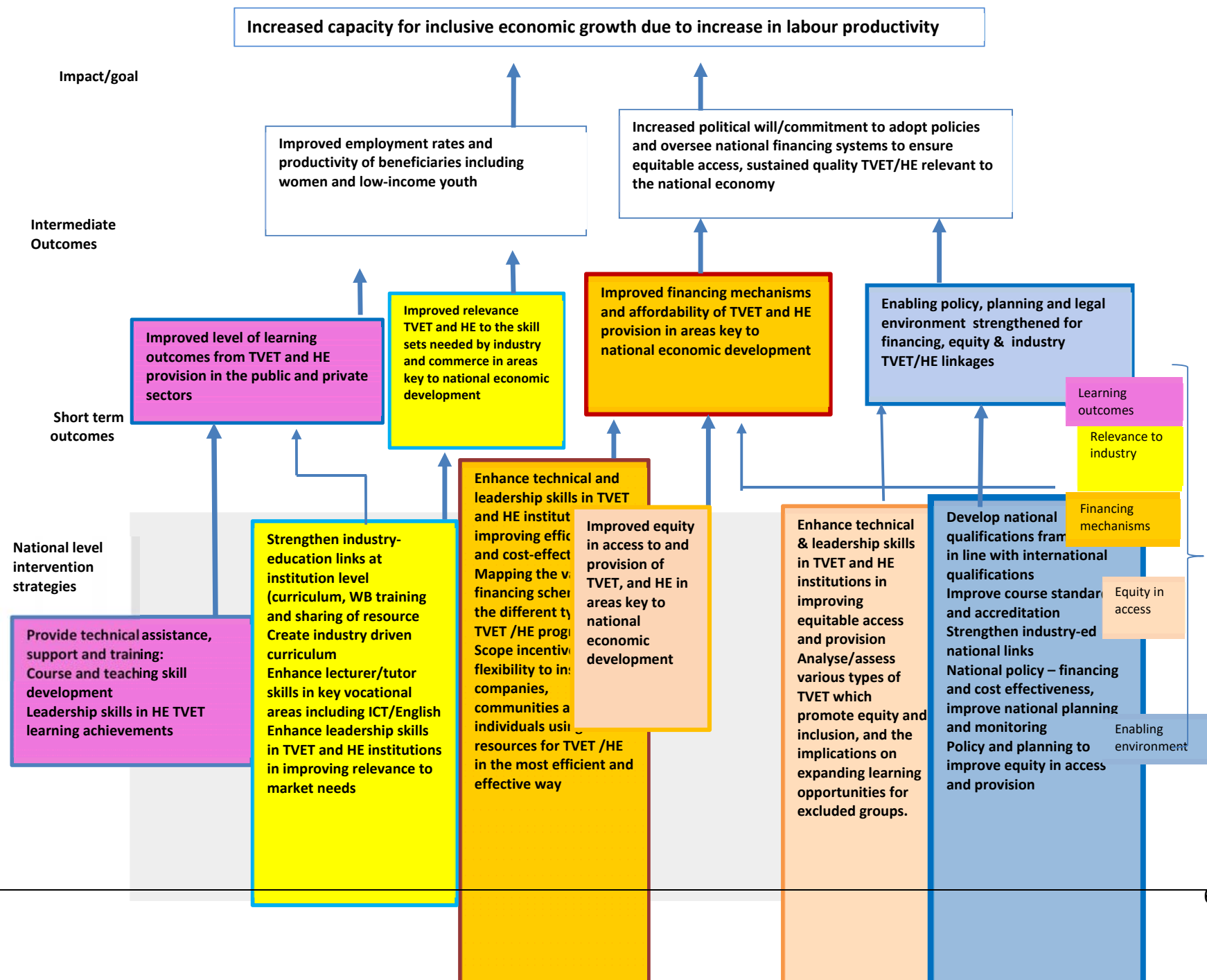
As included in the Invitation to Tender pack

Annex 4:

Indicative Skills for Prosperity Results framework

As included in the Invitation to Tender pack

Annex 5: Skills for Prosperity Theory of Change



Annex 6: 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 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. A named person from the contracted organisation should be responsible for being in contact with DFID to ensure information updates are obtained. There should be a process of regular updates so that information can be passed on (if necessary). This named individual should be responsible for monitoring the situation in conjunction with DFID.

Travel advice is also available on the FCO website and the supplier must ensure it (and its personnel) are aware of this. The supplier is responsible for ensuring appropriate safety and security briefings for all of its personnel working under this contract.

The supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the contract (such as working in dangerous, fragile and hostile environments etc.). The supplier must ensure its personnel receive the required level of appropriate training prior to deployment.

Suppliers must develop tenders on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID included in this Annex. They must confirm in the tender that:

- They fully accept responsibility for security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- They will give responsibility to a named person in their organisation to liaise with DFID and work with DFID to monitor the security context for the evaluation.

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.

Acceptance of responsibility must be supported with evidence of capability (no more than 2 A4 pages) and DFID reserves the right to clarify any aspect of this evidence. In providing evidence tenderers should consider and answer yes or no (with supporting evidence) to the following questions:

- I. 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)?
- II. 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?
- III. 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?

- IV. 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)?
- V. 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?
- VI. Have you appropriate systems in place to manage an emergency / incident if one arises?

Other country-specific sources of information on potential risks can be obtained from the following sources:

FCO Travel advice:
REDACTED

World Meteorological Organisation:
REDACTED

Global Flood risk map:
REDACTED

CIA World Fact file:
REDACTED

Annex 7: Reporting template

DFID Annual Reporting Template

This template provides an example to Supplier(s) of the areas covered in DFID annual reports. Narrative reports should be concise and no longer than 17 pages plus one page per output report.

They should include the sections set out below:

- A. Basic data sheet
- B. Executive summary
- C. Introduction and Context
- D. Performance and Conclusions
- E. Report by output
- F. Value for Money and Financial Performance
- G. Risk Management
- H. Commercial Considerations
- I. Monitoring and Evaluation
- J. Management and Administration
- K. Programme Governance
- L. Women and Girls
- M. Gender Equality
- N. Due Diligence
- O. Security
- P. Communications and Information
- Q. Financial report
- R. Annual Audits

All sections below also form part of the DFID Annual Review template. DFID may modify this reporting template during implementation.

A. Basic data sheet (1 page)

This should give the following information:

- **Name of project** - including location(s);
- **Name of organisation** - with name, designation, address, telephone, fax and email of the contact point for this project. Add parent organisation and partner organisation details where applicable;
- **Project cost** – total value of the project;
- **Project purpose** - a sentence that identifies the purpose of the project;
- **Project duration** - with start and end dates;
- **Type of agreement with DFID** (i.e. Accountable Grant, MOU, contract – Please also include DFID Component Numbers);
- **Status of report** - is this an Interim Progress Report (indicate 1st, 2nd, 3rd etc) or a Final Project Report? What dates does it cover?

B. Executive Summary (1 page)

In this part of the report, please summarise the main body of the report i.e.

- Summary of progress, including key achievements and milestones (for last reporting period only; for entire programme if end-of-programme report).
- Summary of lessons learnt; including technical and managerial lessons (e.g. personnel, financial management, partnerships, assets and management).
- Summary of actions on previous recommendations.
- Summary of any key recommendations for the next reporting period.
- Summary of operational constraints that have arisen and action taken to address them.
- Summary of any issues requiring a DFID decision or urgent discussion.

N.B. Anything that might impact on timing and delivery of the project should be flagged to DFID at the earliest possible stage.

C. Introduction and Context (1 page)

- Programme outline and rationale (updated from BC)
- Expected results
- Contribution to DFID's international development objectives
- Any deviation from original programme documents (with explanation, even if previously agreed with DFID) and implications of this for impact on DFID/UKAid objectives

D. Performance and Conclusions (1-2 pages)

Each project is different and so it is difficult to provide guidelines on length. Suggested lengths are therefore indicative and projects should use discretion to adapt to their specific context.

Progress should focus on **results and achievements** against agreed milestones and actions in the previous reporting period, and should avoid elaboration of process.

D1: Assessment of achievements towards the outcome

- Progress towards the stated outcome statements and indicators (in the reporting period)
- Assessment whether the programme is on track to achieve outcome by end of the programme (explain if not)
- Move beyond just reporting of outputs and include context, policy dialogue and the changes you are seeing towards achievement of the outcome. Qualitative aspects should also be included.

D2: Key lessons learnt in the previous reporting period

- Key lessons learnt on (a) working with partners by implementing partner(s), recipients/clients, collaborators and funders; (b) project management; (c) innovative/new ways of working
- Assessment of whether assumptions (from BC and/or last AR) have changed (pls. explain); including whether the programme would be designed differently if it were to be re-designed
- Plans for sharing of lessons learnt in the team, with DFID (and other funders?) and externally (where applicable)

D3: Suggested key actions for next reporting period

- Any further information on key actions (not covered in the summary), incl. timelines and responsibilities

D4: Logframe changes

- Description of logframe changes in the reporting period and rationale
- Expected impact of these changes for the programme
- Recommendations for future changes

D5: Report against agreed annual workplan. This can be presented in matrix format (2 PAGES). This should briefly summarise:

- status of delivery against approved workplan;
- explanation if planned activity did not take place, or milestone not achieved;

- if activity did not take place, will this slip to the next reporting period. Any impact on agreed resources (staff and budgets)?
- where possible, summarise outcome of activity.
- workplan for next reporting period and any proposed changes to the current approved workplan.

E. Report by Output (max. 1 page per output)

- Summary of progress against expected milestones and results by output
- Current impact weighting; any suggestions for change of impact weighting and explanation.
- Current risk rating (also corresponding to current logframe); any suggestions for changes, including any new risks should be flagged
- Table of indicators, expected milestones and progress towards the milestones
- Key points describing progress of this output
- Response to recommendations of previous AR (where relevant) to this output
- Recommendations for future reporting period(s) to this output

Please attach the latest agreed logframe; where this is an Annual Report preceding an Annual Review or a Programme Completion Review, please complete the achievements section in the logframe.

NB: General principles:

- Use of numbers.** Reports should quantify activities and outputs wherever possible. All results reported should be attributable to DFID funding.
- Gender.** Where appropriate, data presented should be disaggregated by gender and impacts described for both women and men.
- Sub grant reporting.** Where a project includes a substantial number of sub grants, then the narrative reporting should report not just on number and type of grants disbursed, but also on outputs and outcomes ie how the implementation of the sub-grants helps to achieve the project purpose and outputs. Sub-grants reports should be included as an annex.

F. Global Britain Education and Skills Hub (5 pages)

- Summary of activity for each approved intervention, including progress against planned outputs and outcomes.
- Financial summary for each approved intervention, including proposed budget vs actual expenditure, and reasons for any variance.
- Highlights in terms of lessons learned, evidence generated and challenges faced.

G. Value for Money and Financial Performance (1 page)

G1: Key cost drivers and performance.

- Update of actual costs and cost drivers compared, e.g consultancy fees, travel and expenses.
- Changes to costs/cost drivers identified in previous ARs or BC and explanation
- Areas where the programme has achieved value for money during the reporting period.

G2: VfM performance compared to the original VfM proposition in the business case

- Performance of programme against VfM measures and trigger points
- Suggestions for any changes to the VfM measures and trigger points and rationale

G3: Assessment of whether the programme continues to represent value for money

- Following DFID metric on 3Es: Economy, Efficiency and Effectiveness (possibly with Equity as well)
- If programme is considered not to represent VfM, why not and what actions can be taken to achieve VfM

G4: Quality of Financial Management

- Best estimate of future costs against current approved budget and forecasting, for each reporting year
- Adherence to narrative and financial reporting requirements for each reporting year
- Conclusions of last financial report
- Achievement of auditing requirements

H. Risk Management (½ page)**H1: Overall output risk rating (low/medium/high)**

- State the documented risk for the reporting period
- Recommendations for change to overall risk based on individual output risks; explain any suggested changes

H2: Overview of Programme Risk

- Any new overall risks that DFID should be aware of
- Also highlight any potential reputational risks for DFID and other stakeholders which need to be managed.
- Suggestions for change of the overall risk environment/context and reasons
- Review of all documented and suggested risks and how they affect the programme delivery
- Review of current or suggested mitigating actions to address the risks; how are these actions affecting the identified risks
- Assessment of safeguarding and mitigation measures, including whistleblowing policies and actions.
- Requirements for additional checks and controls to ensure UK funds are not lost (e.g. but not limited to corruption and fraud)

H3: Delivery Chain Map (see Annex F)

- Update the Delivery chain map that was produced for the design report, noting any changes to funding flows and risk with downstream partners (if relevant).

H4: Outstanding actions from risk assessment

- Outstanding actions from due diligence, fiduciary risk assessment, safeguarding or programme risk matrix
- Follow-up on DFID counter-fraud and anti-corruption strategies

Please include an updated risk matrix as an annex.

I. Commercial Considerations (½ page)**I1: Delivery against planned timeframe**

- Comparison of actual progress against approved timescales in the BC and follow-up documents (contract, ToR, AR)
- Explanation for any deviation to original timescales

I2: Performance of partnerships

- How well are formal partnerships/ contracts working
- Lessons learnt from partner experience and application of those lessons
- Ways for DFID to be a more effective partner

I3: Asset monitoring and control

- Description of asset management and monitoring, including spot checks
- List of assets which have been procured over the reporting period and are each valued £500 and above
- Please attach an annex with a complete asset register

J. Monitoring and Evaluation (½ page)**J1: Evidence and evaluation**

- Changes in evidence and implications for the programme
- Where an evaluation is planned, update on progress
- How is the Theory of Change in the Business Case and the assumptions used in the programme design working out in practice
- Are modifications to the programme design required?

- Is there any new evidence available which challenges the programme design or rationale? How does the evidence from the implementation of this programme contribute to the wider evidence base? How is evidence disaggregated by sex and age, and by other variables?
- Where an evaluation is planned set out what progress has been made

J2: Monitoring process throughout the review period

- Direct feedback from stakeholders, including beneficiaries
- Monitoring activities throughout review period (field visits, reviews, engagement etc)
- Including plans for the next reporting period.

K. Management and Administration (½ page)

Update on:

- Human resources and staff management
- Financial management
- Procurement and contracting
- Operational constraints (both technical and administrative), incl. how these may have impacted on programme implementation and what mitigating actions have been taken

L. Programme Governance (½ page)

- Update on changes to the Programme governance (where relevant)
- Key action points from meetings under the Governance structure.
- Key action points from programme management meetings with DFID and other partners (where applicable)
- Report on action points from previous reporting period

Please include as an annex (i) current Programme Governance Structure including relevant current ToRs of any bodies (i.e. Steering Committees, Advisory Bodies, and/or Management Committees) and their membership; and (ii) minutes of any meetings during the period of report.

M. Leaving no one behind (½ page)

Update on progress made to ensure that the poorest, people with disabilities, elderly and children most excluded and hardest to reach are prioritised to ensure that they can access and benefit from public health systems and prevention activities.

N. Gender Equality (½ page)

Now a mandatory requirement, this should include an update on progress of specific action the programme has taken, or plans to take. Please refer to The UK's Gender Equality Act May 2014.

O. Due Diligence (¼ page)

Progress on action points arising from any assessments carried out by your organisation on any sub-grantees. Please also provide as an annex any relevant Due Diligence assessments carried out by your organisation on sub-grantees.

P. Security (max ¼ page)

Please make DFID aware of any security issues that might directly impact on the outcomes of the project.

Q. Communications and Information (max ¼ page)

Please describe activities on communications in terms of products, events and other activities since the last report. Provide DFID with first-hand human interest stories that show how UK aid funding for the programme is making people's lives better.

R. Financial report (1 page)

The financial report should show the complete financial position of the programme:

- All programme spend must be shown in the same currency as the approved project budget.
- All agreed budget lines including income/spend/commitments (in the form of contracts) and unallocated.
- For reporting on upfront funding please quote the exchange rate used in the money transfer for each tranche being accounted for.
- Realistic monthly forecasts of spend for each subsequent quarter(s) for each financial year.
- Narrative explaining spend variances to forecasts including any risks associated with delivery and/or identification of issues (i.e. budget virements) requiring discussion/decision.

S. Annual Audits (½ page)

This should report on progress arising from agreed action points arising from last report. It should also provide a summary on the status of progress on arranging the next audit including the date it will be submitted to DFID. If audit reports are going to be submitted late DFID needs to know as early as possible including an explanation.

Progress against current Results Framework

OBJECTIVES <i>Insert statements from original logframe.</i>	INDICATORS and MILESTONES <i>Insert statements from original logframe and any modifications.</i>	PROGRESS <i>Comment against each Indicator Milestone outlining key issues faced, and any reassessment of assumptions and risks. This should include progress since project start with changes since the last report highlighted in bold.</i>	RATING*	COMMENT <i>Indicate actions proposed or taken to overcome problems and any recommendations</i>
IMPACT <i>(Final report only)</i>				
OUTCOME <i>NB. Under progress indicate how achievements against project purpose can be <u>directly attributed</u> to this project</i>				
OUTPUTS <i>NB: Please give a breakdown of each individual LogFrame indicator.</i>				

Description	Scale
Outputs substantially exceeded expectation	A++
Outputs moderately exceeded expectation	A+
Outputs met expectation	A
Outputs moderately did not meet expectation	B
Outputs substantially did not meet expectation	C

DFID Quarterly Reporting Template

This template must be used by Supplier(s) for quarterly reporting to DFID. Narrative reports should be concise and no longer than 7 pages plus one page per output report. They must include the sections set out below:

- A. Basic data sheet
- B. Executive summary
- C. Report by output
- D. Value for Money and Financial Performance
- E. Risk Management
- F. Financial report

DFID may modify this reporting template during implementation.

A. Basic data sheet (1 page)

This should give the following information:

- **Name of project** - including location(s);
- **Name of organisation** - with name, designation, address, telephone, fax and email of the contact point for this project. Add parent organisation and partner organisation details where applicable;
- **Project cost** – total value of the project;
- **Project purpose** - a sentence that identifies the purpose of the project;
- **Project duration** - with start and end dates;
- **Type of agreement with DFID** (i.e. Accountable Grant, MOU, contract – Please also include DFID Component Numbers);
- **Status of report** - is this an Interim Progress Report (indicate 1st, 2nd, 3rd etc) or a Final Project Report? What dates does it cover?

B. Executive Summary (1 page)

In this part of the report, please summarise the main body of the report i.e.

- Summary of progress, including key achievements and milestones (for last reporting period only; for entire programme if end-of-programme report).

- Summary of lessons learnt; including technical and managerial lessons (e.g. personnel, financial management, partnerships, assets and management).
- Summary of actions on previous recommendations.
- Summary of any key recommendations for the next reporting period.
- Summary of operational constraints that have arisen and action taken to address them.
- Summary of any issues requiring a DFID decision or urgent discussion.

N.B. Anything that might impact on timing and delivery of the project should be flagged to DFID at the earliest possible stage.

C. Report by Output (max. 1 page per output)

- Summary of progress against expected milestones and results by output
- Current impact weighting; any suggestions for change of impact weighting and explanation.
- Current risk rating (also corresponding to current logframe); any suggestions for changes, including any new risks should be flagged
- Table of indicators, expected milestones and progress towards the milestones
- Key points describing progress of this output
- Response to recommendations of previous AR (where relevant) to this output
- Recommendations for future reporting period(s) to this output

Please attach the latest agreed logframe; where this is an Annual Report preceding an Annual Review or a Programme Completion Review, please complete the achievements section in the logframe.

NB: General principles:

- d. Use of numbers.** Reports should quantify activities and outputs wherever possible. All results reported should be attributable to DFID funding.
- e. Gender.** Where appropriate, data presented should be disaggregated by gender and impacts described for both women and men.
- f. Sub grant reporting.** Where a project includes a substantial number of sub grants, then the narrative reporting should report not just on number and type of grants disbursed, but also on outputs and outcomes i.e. how the implementation of the sub-grants helps to achieve the project purpose and outputs. Sub-grants reports should be included as an annex.

D. Policy and Strategic Innovation Fund (2 pages)

- Summary of progress and outputs from approved PSIF investments

E. Value for Money and Financial Performance (1 page)

- Summary update of Value for Money performance and changes over the past quarter
- Best estimate of future costs against current approved budget and forecasting
- Adherence to narrative and financial reporting requirements
- Conclusions of last financial report
- Achievement of auditing requirements

F. Risk Management (½ page)

- Summary of any changes to programme risk, including emerging risks or mitigating actions

G. Financial report (1 page)

The financial report should show the complete financial position of the programme:

- All programme spend must be shown in the same currency as the approved project budget.
- All agreed budget lines including income/spend/commitments (in the form of contracts) and unallocated.
- For reporting on upfront funding please quote the exchange rate used in the money transfer (s) for each tranche being accounted for.
- Realistic monthly forecast (s) of spend for each subsequent quarter (s) for financial year.
- Narrative explaining spend variances to forecasts including any risks associated with delivery and/or identification of issues (i.e. budget virements) requiring discussion/decision.

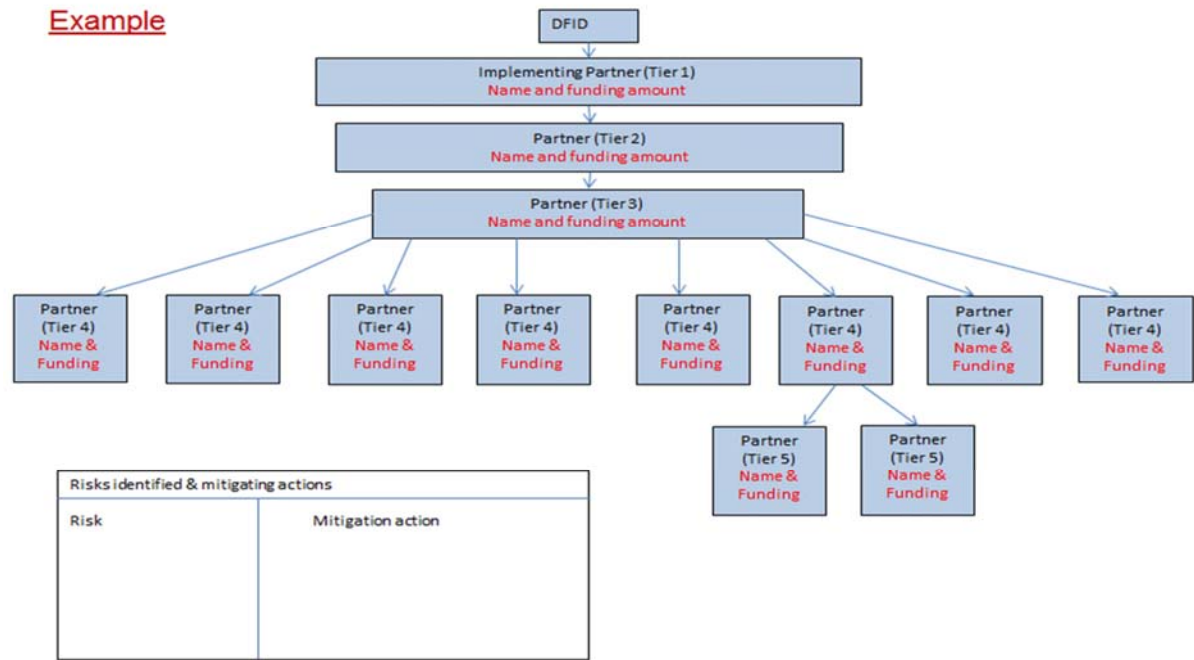
Progress against current Results Framework

OBJECTIVES <i>Insert statements from original logframe.</i>	INDICATORS and MILESTONES <i>Insert statements from original logframe and any modifications.</i>	PROGRESS <i>Comment against each Indicator Milestone outlining key issues faced, and any reassessment of assumptions and risks. This should include progress since project start with changes since the last report highlighted in bold.</i>	RATING*	COMMENT <i>Indicate actions proposed or taken to overcome problems and any recommendations</i>
IMPACT <i>(Final report only)</i>				
OUTCOME <i>NB. Under progress indicate how achievements against project purpose can be <u>directly attributed</u> to this project</i>				
OUTPUTS <i>NB: Please give a breakdown of each individual LogFrame indicator.</i>				

Description	Scale
Outputs substantially exceeded expectation	A++
Outputs moderately exceeded expectation	A+
Outputs met expectation	A
Outputs moderately did not meet expectation	B
Outputs substantially did not meet expectation	C

Annex 8: Delivery chain example

Example



ANNEX 9 – HIGH-LEVEL KPI SCORECARD

Performance Categories	Category Performance (%)	ID	KPI Name	Criteria	Score available
1. Management, Strategy & Financial	5%	1a	Quality of Reporting	Degree to which scheduled reports provided to the GBESH are timely, accurate, concise and follow agreed template. Invoices presented at same time as the narrative reports they are linked to.	35
		1b	Adherence to budget	% variance of project delivery in comparison to budget/estimate or expectations.	
2. Programme team	15%	2a	Performance of supplier's consortium's programme team	Degree to which issues are raised, reported and addressed.	105
		2b	Personnel	Performance of team (including team leader) and appropriate level of expertise / skills allocated to the project.	
3. Engagement	15%	3	National and international engagement	Quality of engagement with Mexican governments (national and state-level) and relevant national and international organisations (including e.g. civil society organisations).	105
4. Value for Money	10%	4	Value for Money	Degree to which supplier is able to maximise value for money.	70
5. Programme Delivery	40%	5a	Delivery of milestones	Quality and timeliness of agreed implementation plan milestones / deliverables.	280
		5b	Delivery of results	Quality and timeliness of agreed logframe output level milestones / deliverables.	
6. Learning	10%	6	Knowledge sharing and lessons learned	The delivery partner actively captures and shares lessons learnt, including with the GBESH, and acts upon recommendations.	70
7. Risk	5%	7	Risk management	Strength and implementation of procedures to identify and manage project risks, including fraud.	35
Total score available					700

Table: Weighted scoring system for use with High-Level KPIs.

Scoring Methodology	Scoring	Total Score Achieved	% High-Level KPI Payment
Serious Underperformance Consistently below requirements	1	0-199	20% payment
Underperformance Often below requirements	2	199-299	40% payment
Less than Satisfactory Sometimes performs below requirements	3	300-399	60% payment
Satisfactory Mostly meets requirements	4	400-499	90% payment
Good Performance Consistently meets requirements	5	500-599	Full Payment
Exceeding Performance Meets and often exceeds requirements	6	600-699	Full Payment
Outstanding Performance Consistently exceeds requirements	7	700	Full Payment

ANNEX 10

RISK MATRIX

As included in the Invitation to Tender pack

Appendix A (Terms of Reference)

Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ol style="list-style-type: none">1. The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data:<ul style="list-style-type: none">• Personal Data necessary for the administration and/or fulfilment of this contract.