



Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: DAI Global UK Limited

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

Framework Agreement Purchase Order Number: PO 8373

Call-down Contract For: Technical Assistance to Strengthen Capabilities Project (TAN)

Contract Purchase Order Number: 10043

I refer to the following:

1. The above-mentioned Framework Agreement dated **1st May 2019**;
2. Your proposal of **27 April 2020**

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 contract shall commence on 01 September 2020 ("the Start Date") and the Services under this contract shall be completed by **30** November 2021 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to the Department for International Development ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £4,320,088 ("the Financial Limit") inclusive of any government tax, if applicable as detailed in Annex B.

4. Officials

DFID

- 4.1 The Contract Officer is:

/REDACTED/

- 4.2 The Project Officer is:

/REDACTED/

Supplier

4.3 The Contract Officer is:

/REDACTED/

4.4 The Project Officer is:

/REDACTED/

5. Key Personnel

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

Organisation	Named Staff	Designation
DAI Global UK Limited	/REDACTED/	/REDACTED/
DAI Global UK Limited	/REDACTED/	/REDACTED/
DAI Global UK Limited	/REDACTED/	/REDACTED/
DAI Global UK limited	/REDACTED/	/REDACTED/
DAI Global UK Limited	/REDACTED/	/REDACTED/
DAI Global UK Limited	/REDACTED/	/REDACTED/

6. Reports

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

7. Duty of Care

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

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

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

8. Limitation of Liability

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

Supplier's Limit of Liability for the purposes of Clause 35.2 shall be N/A.

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

9. Monitoring of Call-down Contract Performance

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

10. Commercial Caveats

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



Department
for International
Development



- As detailed elsewhere in the tender documents, DFID will only pay for expenses e.g. travel, subsistence and accommodation at actual cost within the pre-agreed policy.
- Completed timesheets should be submitted on a quarterly basis along with regular quarterly Narrative Progress and Expenditure reports.

11. Call-down Contract Signature

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

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

Name: /REDACTED/

Position: /REDACTED/

Signature:

Date:

**For and on behalf of
DAI Global UK Limited**

Name: /REDACTED/

Position: /REDACTED/

Signature:

Date:

Department for International Development

Call down contract

Annex A - Terms of Reference (ToR)

PROJ10108

Contract Nr 10043

Technical Assistance to Strengthen Capabilities Project (TAN)

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1. Introduction

The Department for International Development (DFID) manages the majority of the United Kingdom's development assistance and leads the United Kingdom's work to end extreme poverty, building a safer, healthier, more prosperous world. DFID's approach to international development is focused on working effectively with others to deliver results, transparency and value for money in British aid.

The current contract for Technical Assistance to Strengthen Capabilities Project will end on 30th November 2020. A new contract for Technical Assistance to Strengthen Capabilities (TAN) will run for 15 months from 01 September 2020 until 30th November 2021. The maximum budget available for the services to be provided under this contract will be up to £4,320,088 (inclusive of all applicable taxes). The Supplier will be required to deliver two services within the funding envelope. Both services will be demand driven rather than supply driven.

Service 1 – Provide technical assistance to SUN Governments and to the SUN Movement Secretariat. The objective of this component is to strengthen the capacity of the 60+ SUN Movement countries to continuously improve their policy and budget cycle management and to deliver policies and programmes which reduce undernutrition (Component 1).

Service 2 – Provide technical assistance to DFID. The objective of this component is to maximise the quality and effectiveness of nutrition-related policy and programmes to support achievement of global targets to reduce malnutrition (Component 2).

The supplier is expected to have the infrastructure in place and be able to respond to requests for technical assistance (TA) once the contract commences on 01 September 2020.

2. Objectives

The objective of this project is to provide:

- Technical assistance to Governments in the SUN Movement and to the SUN Movement secretariat to catalyse country efforts to scale up nutrition impact (Component 1).
- Technical assistance to DFID to maximise the quality and effectiveness of its nutrition-related policy and programmes, to support evidence generation and lesson learning and to develop nutrition capacity (Component 2).

The Supplier is expected to provide multi-disciplinary highly qualified expert teams for both components, including nutritionists, economists, statisticians, social scientists, and other specialists in key areas such as public health,

agriculture and food security, law, social protection, WASH, education, governance and gender.

The Supplier will need to be able to provide a range of TA:

- For Component 1 this will be predominately short-term in nature supporting multiple countries, with some instances of longer-term support and engagement with Governments (e.g. secondment of staff into a Government). This TA will include helping to unblock urgent constraints and to define scopes of work to catalyse mechanisms for long-term technical assistance requested by countries for supporting their own priorities to achieve their national nutrition targets, for example capacity building or funds identification. The TA provided will be used to build government capacity to design and deliver nutrition programmes, to enable application of a multi-sectoral and multi-stakeholder approach to planning and financing programmes, and to build civil society capacity to improve their nutrition behaviours, thereby ensuring sustainability and ongoing return to investment beyond the end of the period of TA delivery.
- For Component 2 this will involve short-term assignments to DFID teams at headquarters and country programmes, but with individual TA providers working on a repeated basis with the same set of DFID offices. This TA will help to maximise the impact of DFID's investments in relevant sectors on nutrition outcomes, thereby helping to accelerate progress to reduce malnutrition in priority countries. This includes helping to ensure investments support evidence-based, effective approaches that improve the nutrition of the people reached and working with DFID teams to develop internal nutrition capacity.

3. The Recipient

The primary recipients of the service will be Governments in the SUN Movement, the SUN Movement Secretariat and DFID. For Component 1, requests will be channelled through the SUN Movement Secretariat (SMS) by SUN Government Focal Points. The SUN focal points are tasked to convene and coordinate with multiple Government sectors and work with a wide range of stakeholders including development partners, civil society organizations and businesses. For Component 2, requests will be channelled through the DFID Nutrition Policy team by DFID Country Offices.

4. Scope of work and Requirements

The key areas to be addressed in this service for both components are:

- Relationship Management
- Technical Assistance provision
- Engagement of appropriate experts
- Financial management

The scope of the work together with requirements that the Supplier will need to work to are set out below. The Supplier submitted a response to the technical evaluation criteria that takes into account the below listed requirements and guidance

4.1 Leadership and governance

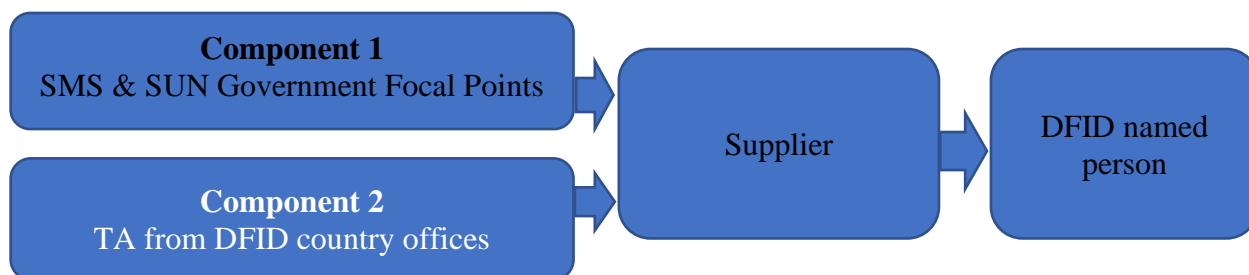
the Supplier proposed a Core Team led by an experienced Project Lead - /REDACTED/ with an access to an extended set of experts with attributes and responsibilities as set out in section 4.3 below. The Project Lead will be supported by two Component Leads - /REDACTED/ and /REDACTED/ who will assume responsibility for the day-to-day engagement with the SUN Movement Secretariat and DFID.

The Supplier within the response set out a proposed governance structure across the project, together with draft terms of reference, to enable the successful Supplier, SMS and DFID to regularly reflect on quality and performance of the Supplier, the relationship between the Supplier, DFID and the SMS, and to facilitate effective forecasting of needs / demands and thus likely expenditure of DFID funds. The final format and function of this mechanism will be agreed between the Supplier, DFID and the SMS, drawing on the experience of the current provider.

4.2 Relationship management and work flow

Component 1

The key relationship for the Supplier to develop and maintain for this component will be with the SUN Movement Secretariat (SMS), as they will be the contact point for all nutrition TA requests issued to the Supplier from the SMS itself and SUN Government Focal Points (see Figure 1). The SMS will 'broker' requests from the SUN countries and pass these onto the Supplier, who will then be required to engage with the SUN Government Focal Point to provide the required TA. The SMS will also directly commission requests for the benefit of the wider SUN movement. In these cases, the supplier will directly engage with the SMS as the service recipient. The work undertaken through this arrangement will be openly discussed with SUN Government Focal Points and conveners of in-country support networks (donor, UN agencies, civil society, scientific community, businesses). Many SUN movement countries will require engagement in national languages other than English. The supplier will need to be able to engage with and build strong relationships with SUN focal points and other partners using a range of languages and should therefore have strategies in place for how this will be done effectively. The Supplier will be required to work closely with the SMS to articulate the requests received from countries. Before commencing any individual item of TA work, the Supplier will submit the final terms of reference, deliverables and budget for the individual item of TA work to DFID for pre-approval. The Supplier will be expected to provide a final copy of all deliverables to the SMS to include in a repository for sharing and future learning.

Figure 1 Flow process for TA request

Component 2

For this component the Supplier will need to develop an effective relationship with the DFID Nutrition Policy team. TA requests from DFID teams and country offices will be quality assured by the DFID Nutrition Policy team before being transferred to the Supplier.

A 'standard operating procedure' for this Component will need to be developed by the Supplier and agreed by DFID during the first three months (the inception phase) (i.e. fully agreed by the DFID lead by the end of November 2020, based on a contract start date of 01 September 2020).

DFID will work closely with the Supplier to map out TA demand across the project period and the Supplier will be expected to plan for and support requests in a timely manner. It is anticipated that a specific technical working group will be established including members of the Supplier Core Team and DFID to facilitate planning, evidence-generation, cross-learning and to identify opportunities for capacity development within DFID. This mechanism will be separate to the programme management relationship that the Supplier will also be required to manage (see below). The Supplier will be expected to provide final copies of all deliverables to the DFID Nutrition Policy team and to facilitate dissemination within the organisation.

The overall project

The Supplier will also need to develop a strong relationship with DFID as the contract-holder for the whole project, in particular to ensure effective financial management. The nature of this project will mean that there is a degree of unpredictability in demand for TA for both Components which will necessitate particular focus on regular and accurate forecasting and continual communication with DFID. The supplier will be required as part of the approval for each individual terms of reference (ToR), to submit a note saying: (1) existing division of spend between DFID and SUN (% and £) (2) new division of spend between DFID and SUN (% and £) if ToR is approved (3) remaining funds and ToRs on the horizon – with the option for DFID to decline to approve SUN-related ToRs if the amount available for DFID falls too far below 50% and there is projected demand for critical work on the DFID side.

The Supplier will also be expected to form good working relationships with the other provider of technical assistance through this programme: Nutrition International (NI).

4.3 Technical assistance provision

Component 1

This scope of work for this Component will be to build the capacity of the SUN Government Focal Points and members of the existing multi-stakeholder platforms in the areas set out below and as described in the SUN Roadmap:

- Enhancing the utility of the country plans for scaling up nutrition impacts;
- Improving country efficiency with which financial resources are used;
- Increasing country financial access for scaling up nutrition impacts;
- Strengthening country use of data from multiple sources for improving decision making and accountability;
- Scaling up country implementation of high-impact actions.

Technical Assistance will be provided either through remote support or through direct visits. TA requiring more than 6 months in-country will be preferentially supported using funding catalysed at country level (e.g. by donors or UN agencies). Typical areas of technical support will include the following (specific illustrative examples are given in Box 1):

1. Policy, legislation, and review of plans;
2. Multi-sectoral planning, cost estimation, financial tracking and resource mobilization around national targets to maximise impact on nutrition;
3. Alignment of partners around national targets and assessment of implementation platforms to scale up priority actions;
4. Creation of monitoring and evaluation frameworks and data analysis;
5. Preparation of synthesis documents and guidance notes that provide concrete lessons learned and examples from the work with countries.

Suppliers will need to be able to support along the full TA 'cycle', starting from assisting in articulating the individual terms of reference for the work with the SMS and Government counterparts all the way through to the preparation and dissemination of lessons learned.

Box 1. Illustrative examples of the types of TA that are likely to be required by the SMS and SUN Governments

Examples of previous requests by SMS:

- Develop the guidance note on multi-sectoral planning at national level based on what has been learnt from countries and from TA provision;
- Develop the guidance note on how to estimate the costs of nutrition-sensitive actions included in a multi-sectoral common results framework based on what has been learnt from countries and from TA provision;
- Develop a synthesis report on the contributing factors for a useful plan based on an analysis of country costed plans and on the lessons from countries having gone through the experience with planning and costing;
- Provide an interim facilitator for the SUN Donor Network during a gap in long-term funding for this post;
- Conduct an evaluation of the SUN Movement and provide recommendations on the vision, strategy, capabilities, and structure of the next phase of the Movement.

Examples of previous requests for support to countries:

- Conduct an evaluation of a previous national nutrition plan and develop a new national nutrition plan and policy;
- Support a government to operationalise a common results framework into a costed multisectoral plan of action;
- Facilitate a participatory review process of a country's Food Security and Nutrition Policy and deliver recommendations to inform upcoming planning exercises;
- Facilitate greater national and regional-level private sector involvement for effective implementation of a national nutrition plan;
- Develop a monitoring and evaluation plan and advocacy strategy corresponding to a national nutrition plan;
- Support a budgeting process for a national nutrition plan, including collecting and processing the local data needed for costing, ensuring alignment with the National Development Plan and strengthening the capacity of the local team.

The Core Team proposed by Supplier will require to correspond to typical TA requests and have access to an extended set of experts. In combination, this expertise will need to include the following attributes and responsibilities:

- Expertise in nutrition, economics, statistics, monitoring and evaluation, social science, public health, agriculture, food security, social protection, WASH, education and gender, with responsibility for delivering 'standard' TA requests;
- Experience of providing long and short-term nutrition technical assistance, including 'working up' of requests, identifying whether TA is long or short term, and prioritisation of requests;
- Exceptional relationship management skills, building and maintaining strong relationships with the SMS and DFID, and building relationships with SUN focal points;
- Language skills in French, English and Spanish (as a minimum);
- Ability to provide TA in a wide range of geographies across the SUN movement, and fragile and conflict-affected states in particular;
- Ability to procure, manage and quality assure additional technical expertise when required;
- Experience of project and staff management, with a clear view of how this will be done, and responsible for managing the project and all external experts;
- Financial management skills, responsible for all financial forecasting, reporting and management.

The Supplier will also be responsible for setting up a monitoring and evaluation system to ensure continuous feedback from clients (Government SUN Focal Points). This will include working with the SMS and SUN government focal points to fully articulate the requests made, developing a transparent system for prioritising these requests and quality assuring the TA delivered. The objective of this is to ensure effective targeting of TA and the avoidance of inappropriate delivery and waste of resources.

Component 2

The scope of this component is to provide a variety of TA to DFID country and regional programmes. The types of support that will be required include:

- Nutrition audits to identify where sectoral programmes can be further strengthened to maximise impact on nutrition outcomes and to contribute to the nutrition result;
- Programme design / development of strategic cases;

- Programme review and evaluation;
- Synthesis of evidence, reviews of what works and lesson learning;
- Targeted development of nutrition capacity within DFID.

This will require a similar range of expertise as set out above. In addition, regular TA providers to DFID programmes will be expected to have prior experience supporting DFID or similar donors. The supplier will need to secure experts with this type of experience and to address any potential conflicts of interest that can arise when external actors provide support to donor programme design and implementation.

Any consultants involved in design will be expected to state Conflicts of Interest if preparing proposals for implementation as part of a tendering process. DFID reserve the right to exclude them from implementation tendering if commercial advantage is perceived.

All outputs of TA work will be made public, in line with knowledge management and information sharing principles of SUN and DFID (special arrangements will be made if they contain sensitive information).

As for Component 1, the Supplier will be responsible for establishing a monitoring / evaluation and feedback mechanism to enable DFID and the Supplier to regularly assess performance, quality of outputs and to address any issues that arise.

4.4 Engagement of appropriate experts

The Supplier must be able to provide TA to allow immediate response to the typical types of requests set out above for both Components 1 and 2. The Supplier will also need to ensure access to highly qualified experts in different disciplines and areas to respond to other requests that might arise. In the case of Component 1 in particular, these include specialists in areas such as law and governance, and technical staff with local language specialisms. Availability of experts speaking Russian and Arab will also be an asset.

This is likely to mean that the Supplier creates a network of 'associate' experts / organisations from which this expertise can be sourced. The mechanism for doing this has been articulated within the Technical proposal Part B. Alternative approaches can be considered, as long as clear methods of sourcing expertise in a transparent, timely and efficient manner are presented by supplier.

The Supplier will be required at all times to follow a clear and transparent process by which these experts are procured, including:

- Identification of expertise required and suitable experts
- Timeframes and payment terms in accordance with DFID commercial standards;
- Final selection of candidates;

- Experts' work is managed, and quality assured by Supplier;
- Any performance issues are timely identified and addressed by Supplier.

The Supplier in their response specified a process by which these experts will be procured.

The Supplier will communicate TA requests received from SMS and DFID to the Senior Partner Group (SPG). The SPG will comprise a representative from DAI, NutritionWorks and Development Initiatives. The SPG will be chaired by the Project Director.

The supplier will share all TA requests with SPG to jointly discuss options for the technical delivery of the assignment; invite partners to nominate experts; and then collectively collaborate to secure the best people to deliver an assignment (rather than compete). This will be achieved through sharing of contacts and CVs whilst adhering to GDPR requirements.

The Supplier will have to conduct this process in a timely fashion to ensure TA requests are not delayed, any risks identified with this process, and measures put in place to mitigate risks and to monitor performance.

4.5 Financial management

The Supplier is responsible for high quality financial management to allow for financial forecasting based upon unpredictable demand. The supplier proposed mechanisms for managing this but final arrangements will be discussed / agreed with DFID during the inception phase.

4.6 Demand generation

Component 1

In the case of this Component the Supplier will work with the SMS to stimulate TA demand and to manage this demand to achieve steadier workflows throughout the contract duration. To ensure genuine, country-led demand, and to mitigate any conflicts of interest in demand generation, this will be managed by using a process that will be agreed with the Supplier, SMS and DFID. The Supplier in their response suggested ways for managing this, including how they will ensure there is a formal and transparent decision-making process with criteria to decide whether a request is accepted and how it is prioritised.

Component 2

The Supplier will not be responsible for generating demand for TA for this Component. However, the proposed Component Lead- Annemarie Hoodendoorn will be expected to engage closely with the DFID Nutrition Policy team to plan out and ensure effective management of requests over the course of the project.

4.7 Promoting accountability

Component 1

The Supplier will be required to promote country ownership and accountability through the support it provides. This will involve engaging the SUN Government Focal Point and the in-country stakeholders on how to incorporate country ownership and accountability in each individual ToR.

Examples of what ownership / accountability could involve include:

- Cost share the assignment by the Government and other country stakeholders (e.g. other donors, UN Agencies, INGOs, etc.);
- Make explicit the number of days committed by the SUN Government Focal Point or the appointed person/s interacting with the suppliers;
- Prepare an exit plan that demonstrates when/how/by whom the results will be used;
- Provide a calendar with key dates of the Government fiscal year to ensure appropriate timing of the TA.

Component 2

Mechanisms to build ownership of work supported through this project among DFID teams will also need to be put in place. The final approach to how this will be achieved to be agreed between the Supplier and DFID during the inception phase.

4.8 Capacity development

Component 1

By supporting SUN countries on the above-mentioned areas of activities the supplier would promote the capacity building model of learning by doing. It is expected that this will be done using multiple routes and approaches. The SUN local partners will be encouraged to participate in the activities of a given scope of work to build their capacity. In some instances, remote support may also be required for the SUN local partners. Each ToR should contain a concrete cap

Component 2

Development of nutrition capacity within DFID is one expected outcome of this project. The supplier is to propose and utilise innovative low-cost approaches to developing capacity through 'learning by doing' as well as through other routes. A more specific learning, dissemination and capacity development strategy will then be developed between DFID and the Supplier during the early stages of the project. This will not need to be complete by the end of the inception phase and is likely to be an iterative process over the course of the project. In order to facilitate learning and dissemination of outputs across the lifetime of this project, the Supplier will be requested to establish a technical working group that meets with the DFID Nutrition Policy team on a regular basis

to share findings and identify opportunities for cross-learning and areas for capacity strengthening.

5. Outputs and Deliverables

The first output of the project will be an inception report. The nominated Supplier will be required to deliver this within 3 months of the Contract Start Date but no later than 30 November 2020 following the submission of a draft Inception Report by 30 October 2020, building on the experience and approach of the existing supplier to ensure a smooth transition. This report should include:

- Governance structure with agreed terms of reference;
- Transition plan from the current supplier, agreed with the current supplier;
- Workflow tools for Components 1 and 2 which set out the agreed steps for commissioning, implementing, quality assuring and evaluating TA provided through this project;
- Written process for avoiding conflict of interest;
- Monitoring, evaluation and feedback plan;
- Annual work plan;
- Communications plan;
- Draft learning, dissemination and capacity development plan for Component 2;
- Detailed financial plan including system for ensuring accurate forecasting to DFID;
- Logical framework with agreed Implementation Key Performance Indicators (KPI's).

Thereafter, the specific outputs of this project will depend on the nature of TA requests from the SMS, from SUN Governments and DFID and the total amount of funding available. The types of outputs expected for each piece of TA provided for Components 1 and 2 are set out in Table 1. We anticipate that the Supplier will respond to approximately 10 to 12 TA activities each year for Component 1 and approximately 8 to 10 for Component 2. This is the estimated level of demand and the Supplier's proposal is based on understanding that volume and frequency is likely to vary.

Key Performance Indicators

As detailed in Section 8 – Payment and Invoicing, a proportion of Inception and Implementation fee payments to the Supplier shall be linked to Key Performance Indicators. The purpose will be to manage the Suppliers' performance throughout the life of this contract, to allow the measurement of aspects such as service provision and programme delivery and to monitor whether value for money is being achieved through the project.

The applicable KPIs for the programme, along with the scoring methodology and associated payment mechanism, are detailed in Annex 2. During the Inception phase, these KPI's shall be refined and agreed and subsequently used to measure performance during Implementation and may be subject to further revision during the course of the contract. Continuation of the contract

beyond any break points specified herein shall be subject to agreement on refined KPI's.

The agreed Implementation KPI's may need to be disaggregated for Components 1 and 2 and may include (but shall not be limited to) the following:

- % of requests that are assessed using agreed process and criteria to ensure transparency and prioritisation;
- % of outputs made available to SMS / DFID within one month of completion of TA activity (target 100%);
- % of clients satisfied with TA received (proposed target of >80%);
- % of TA activities designed and implemented within +/- 10% of budget (including agreed amendments) and with competitive costs.

Table 1 - Types of outputs for each TA activity

Types of Support	Description	Output/Deliverables
Component 1		
Defining scopes of work	Developing individual ToRs to submit to countries and donors	Number of finalised TORs
Areas	1.1. Enhancing the utility of the country plans for scaling up nutrition impacts; 1.2. Improving country efficiency with which financial resources are used; 1.3. Increasing country financial access for scaling up nutrition impacts; 1.4. Strengthening country use of data from multiple sources for improving decision making and accountability; 1.5. Scaling up country implementation of high- impact actions.	Final deliverables as described in the individual TOR's
Aggregation and documentation	Supporting the SUN Movement Secretariat in developing documents describing lessons learned and recommendations for continuous improvements	Guidelines developed in consultation with other stakeholders (led by SMS) Reflective reports and documents
Monitoring and evaluation	M&E review and reporting Conference calls & communications	Exit surveys and reflective pieces on key lessons and improvements Regular partner meetings Summary quarterly report on the work completed
Component 2		

Areas	<ul style="list-style-type: none"> • Nutrition audits; • Programme design / development of strategic cases; • Programme review and evaluation. • In-house learning / training activities 	Final deliverables as described in individual ToRs
Synthesis and learning	<ul style="list-style-type: none"> • Dissemination events • Synthesis papers, reviews of what works and lesson learning; • Other innovative capacity development activities • Technical working group meetings with DFID Nutrition Policy team 	As agreed in the learning, dissemination and capacity development plan
Monitoring and evaluation	<ul style="list-style-type: none"> • M&E review and reporting • Project governing body meetings / conference calls 	Exit surveys and reflective pieces on key lessons and improvements. Regular partner meetings Summary quarterly report on work completed

6. Reporting

Following submission of the inception report, the Supplier will be required to report to both the SMS and to DFID on a quarterly basis, adhering to an agreed schedule and reporting format. Reporting on the technical assistance provided through Component 1 will be required by the SMS and DFID. Reporting on Component 2 and reporting on expenditure and financial management will be required only by DFID.

This will be supplemented by interim communications such as monthly meetings with the DFID project management team (and the SMS as necessary).

Example Reporting	Example Content
Quarterly Narrative Progress & Expenditure Reports	<p>Progress report format should be aligned with the log-frame, i.e. reporting against specific activities, outputs, key deliverables / indicators and expenditure in the previous quarter together with planned activities and budget forecast for the subsequent quarter. It should highlight:</p> <ul style="list-style-type: none"> • Changes to the workplan with justifications and implications for timelines/budget. • Identified risks with monitoring/mitigation measures. • Clearly identified action points with timelines. • Progress against previously identified action points. • Coordination and governance issues. • Performance of key partners and any partnership issues including how these have/will be managed. • Provide an update on delivery chain mapping, programme risks at gross and net level with mitigation actions, assets register and VFM assessment including any examples.

	<ul style="list-style-type: none"> Quarterly financial statement showing breakdown on committed and uncommitted balance against the value of the contract. Analyse quarterly forecast provided against actual spent.
Annual Reports	<p>Which contribute to DFID's Annual Review process, drawing on information from across the research portfolio and should highlight:</p> <ul style="list-style-type: none"> Progress against the Outputs in the log-frame, including how valid were the Assumptions and Risks. Progress against research plans, research uptake and capacity building strategies. Lessons learned/identified, how these have been shared and recommendations for the year ahead. Actions taken against the recommendations in the last annual review. Summarise theory of change and progress towards outcomes. How the partnership has performed. How value for money has been demonstrated. Performance against original budget. How risks have been managed. Delivery against the planned timeframe. Feedback received from beneficiaries. Annual financial statement showing breakdown on committed and uncommitted balance against the value of the contract. Annual Audited Accounts. <p>In addition, annual reports should also include a forward workplan for the next year as well as financial forecasts.</p>
End of contract report	<p>Which contributes to DFID's Project Completion Report, should respond to the following points:</p> <ul style="list-style-type: none"> Performance against the Outcome. Performance against the Outputs in the logframe, including how valid were the Assumptions and Risks. Lessons learned and how these have been shared. Actions taken against the recommendations in the last annual review. How the partnership(s) has performed. How value for money has been demonstrated. Performance against original budget. How risks have been managed. Delivery against the planned timeframe. Feedback received from beneficiaries.

End of project report	<ul style="list-style-type: none"> • Project completion presentation / workshop summarising all from programme. • Dissemination, lessons learned, successes. • Completed in final year of delivery. • Overall knowledge sharing • Legacy of project.
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7. Budget, Timing, Extensions and Break Points

The maximum budget available for the services to be provided under this contract will be up to £ £4,320,088 (inclusive of all applicable taxes).

The contract will be delivered over a 15-month term, from 01 September 2020 until 30th November 2021. The contract term will comprise of a 3-month Inception phase (overlapping with the end of the current contract which expires on 30 November 2020) followed by a 12-month Implementation Phase.

The overlap between the two contracts will enable the suppliers to clearly establish how they will operate up to the end date of the current contract and to ensure effective handover. Subject to agreement with the supplier, the parties may agree to implement a limited number of individual technical assistance deliveries during the inception phase.

The contract will include the option to extend for up to a maximum of 6 months. Subject to Business Case approvals and at DFID's discretion, the maximum budget available for the 6-month extension term is £2 million (inclusive of all applicable taxes).

The contract will allow for formal break points: after the first 3 months (Inception phase) and at the pre-extension point (15-months). The break points will involve a substantive discussion on performance, KPIs and challenges.

DFID reserves the right to scale back or discontinue the programme at any point if it is not achieving the results anticipated. Conversely, DFID may also decide to scale up the programme should it prove to be having a strong impact and the potential to yield better results – dependent on budget and ongoing effectiveness of the programme.

8. Payment and Invoicing

All payments for fees and expenses will be made in arrears and in line with the Cost Template payment schedule.

Expenses (including but not limited to Travel, Subsistence, Accommodation, Office Costs etc) shall be reimbursed monthly in arrears and shall be based on actual expenditure - with the final Cost Template unit rates as a ceiling (provided they are in line with the overall budget agreed with DFID and DFID policy on expenses).

Payment of fees for the Core Team shall be as follows:

- Input-based:
40% shall be reimbursed monthly in arrears,
provided these costs are in line with the overall budget agreed with DFID;
- KPI-based:
60% shall be retained by DFID and paid quarterly in
arrears - with payments being due after submission of the Quarterly
Report and based upon assessed and agreed performance for that
period as measured against the KPI's, Scoring Methodology and
Payment Mechanism detailed in Annex 2 (as subsequently amended
and agreed post-contract award):
 - KPI Q1: September to November 2020;
 - KPI Q2: December 2020 to February 2021;
 - KPI Q3: March to May 2021;
 - KPI Q4: June to August 2021;
 - KPI Q5: September to November 2021.

As part of Commercial Response, The Supplier populated the Pro Forma Cost Template (tab 4. Payment Schedule) with their proposed payment values – thus indicating 60% of Core Team fees which they are prepared to base on assessed (and agreed) KPI performance.

The Supplier accepted that a proportion of the KPI-based quarterly payment shall be withheld in accordance with Annex 2 if KPI performance for the applicable quarter is assessed as less than 'good'.

The final KPI-based payment shall be due one month after completion of the project.

Payment of fees for Technical Assistance delivery shall be reimbursed monthly in arrears provided these costs are in line with the overall budget agreed with DFID, and shall be based on the following process (to be finalised and agreed by the parties by the end of the inception phase):

- The Supplier will develop a Terms of Reference (ToR) with the client, and use this to generate Expression of Interest (Eols), picking a winning Eol;
- The Supplier will share this ToR with workplan and timeline, Eol, proposed budget, and necessary approval emails to the DFID lead adviser;
- The DFID lead adviser will approve/reject following discussion as appropriate;
- The Supplier will submit monthly invoices on the basis of these approved budgets together with a request for payment in arrears, and an

accompanying technical report detailing progress to date as against the original proposal;

- Subject to satisfactory delivery, the DFID SRO will approve the payment following discussion as appropriate.

9. DFID Co-ordination

DFID will be represented in the project governance body along with the SMS and the Supplier. Management of the project and progress on the delivery of the project will be monitored by the DFID Senior Responsible Officer (SRO) and Programme Manager through regular contact with the Project Lead, Component Leads and project administrators. The SRO will be ultimately responsible for signing off project outputs (including financial reporting) and releasing payments.

10. Digital Spending

All digital content produced by the Supplier is subject to UK government digital principles as set out by the Government Digital Service (GDS). All digital developments should:

- Put the needs of users first;
- Learn from and improve these services over time;
- Be freely available for other DFID programmes to use;
- For more information see <https://www.gov.uk/designprinciples>

The Supplier should consider the use of digital elements to maximise value for money while ensuring the programme remains inclusive and fully accessible. Any proposed digital elements will require approval in line with DFID's Smart Rules.

The Supplier should not propose unnecessary bespoke systems or tools to implement and instead make use of existing and freely available systems and tools in all aspects of the programme where possible.

11. Background

The Technical Assistance for Nutrition programme (TAN) supports the SUN Movement which was established in 2010 to galvanise global action on nutrition. DFID has been a strong supporter of SUN given its key role in the global nutrition architecture and DFID's public commitments on nutrition.

The TAN programme combines DFID's support to the **Scaling Up Nutrition (SUN) Movement** with a facility to provide **in-house technical assistance** for nutrition to DFID teams. In February 2019, DFID approved a programme cost-extension of £11.1 million (from £24.7 million to £35.8 million) and 18 months (from 5 years to 6.5 years).

The intended impact of this programme is improved coverage of multi-sectoral nutrition interventions that drive improvements in health and nutrition outcomes at country level. This includes improvements in stunting and wasting as well as under-5 mortality, maternal mortality, and healthy life expectancy. The TAN programme aims to contribute to this through focusing on strengthening the enabling environment for nutrition at the global and country level.

The intended outputs of the programme are:

1. Improved accountability by SUN stakeholders to achieve the goals outlined in the SUN Strategy and 2016-2020 Roadmap;
2. Increased implementation and monitoring of nutrition multi-sectoral plans by stakeholders in SUN countries;
3. Timely and appropriate peer-to-peer exchange and technical cooperation for all SUN countries;
4. Technical assistance tailored to SUN country demands;
5. Technical assistance tailored to DFID demands;
6. Knowledge management services for the SUN movement tailored to the needs of SUN countries.

12. Staffing

The Supplier proposed a Core Team with a range of competencies that meets the requirements set out above plus an extended network of experts to provide additional inputs as needed. This Core Team includes a Project Lead, two Component Leads, and a programme manager.

13. Environmental Considerations

Due consideration should be given to the environmental impact of all work undertaken to deliver the objectives of this programme, both in terms of minimising any direct negative impact, and the extent to which research findings contribute to positive environmental management.

Specific attention should also be given to minimising operational impacts on the environment and global climate of those undertaking the research. This should include ensuring individuals travel by economy class, and reducing carbon footprint through for example, using recycled paper and minimising printing waste.

14. DFID Branding and Communications

Suppliers that receive funding from DFID must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications but

no publicity is to be given in relation to this Contract without the prior written consent of DFID.

15. Transparency

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

It is a contractual requirement for all Suppliers to comply with this, and to ensure that 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:

www.aidtransparency.net

16. License to Operate

The Supplier, its consortium members and all downstream partners will have the appropriate licence to operate in the relevant countries.

17. Asset Management

The Supplier will a) seek approval from DFID and b) 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.

18. 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.

As part of their deliverables at the end of the inception phase, the nominated Supplier is required to produce an initial delivery chain risk map which should, where possible, identify all partners (funding and non-funding e.g. legal/contributions in-kind) involved in delivering a specific product or service, ideally down to the end beneficiary, including financial values. Updates will be required on a quarterly basis.

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.

A suggested format is attached at Annex 4.

19. Safeguarding and Do No Harm

DFID maintains a zero-tolerance approach to sexual exploitation and abuse within Supplier 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.

The Supplier will have responsibility for assessing safeguarding policies and practices of consortium members and downstream partners. Supplier(s) will comply with all DFID safeguarding policies and will be required to demonstrate that they have robust approaches in place to reduce the risk of bullying, harassment and exploitation and to manage instances if they take place.

DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse, but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

The Supplier must demonstrate a sound understanding of the ethics of working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the delivery of activities should recognise and mitigate any risk of negative consequence for women, children and other vulnerable groups. The Supplier will be required to include a statement that they have duty of care to programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID.

The Supplier will be requested to conduct an Environmental and Safeguarding Risk Assessment during the Inception phase, to consider the potential positive and negative environmental impacts of programme activities.

20. End of Contract Activities

Three months before the expiry date of the contract the Supplier will prepare a draft Exit Plan for DFID's approval which shall include:

1. A disposal plan for all assets procured throughout the lifetime of the programme in accordance with DFID procedures on asset management and disposal;
2. Addresses any material items that are necessary or desirable for the continued co-operation of the UK Government with partner governments after the contract ends;
3. The Suppliers' plans on co-operating to ensure the smooth transfer of responsibilities from the Supplier to any persons or organisation taking over such responsibilities after the contract ends;
4. The Suppliers' plan to deliver to DFID (if requested or as otherwise directed by DFID) prior to the contract end date (or termination of the contract), any finished work or, unfinished materials or work-in-progress which relate to the contract;
5. The Suppliers' plans to provide DFID before the contract ends a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the Supplier;
6. The return by the Supplier of all Confidential Information to DFID before the contract end date;
7. Allows for a period of up to sixty (60) days after the contract end date (or termination date) for the exit process to be properly implemented.

21. 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.

For TA undertaken as part of Component 2, DFID will share available information with the Supplier on security status and developments in-country where appropriate. DFID, where possible, will provide the following:

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

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.

This Procurement may require the Supplier to operate in a seismically active zone which is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including:

<http://geology.about.com/library/bl/maps/blworldindex.htm>.

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

This Procurement may require the Supplier to operate in conflict-affected areas and parts of it which are highly insecure. Travel to many zones within such regions will be subject to travel clearance from the UK government in advance. The security situation may be volatile and subject to change at short notice. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within such regions in order to deliver the Contract (subject to travel clearance being granted).

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their 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 their Personnel receive the required level of training and complete a safety in the field training prior to deployment.

The Supplier will be fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID (see Annex 3 to this Terms of Reference). The Supplier confirmed within their tender proposal that:

- a) They fully accept responsibility for security and Duty of Care;
- b) They understand the potential risks and have the knowledge and experience to develop an effective risk plan;
- c) They have the capability to manage their Duty of Care responsibilities throughout the life of the contract;
- d) 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.

DFID awards this contract to a Supplier based on Supplier's acceptance and capability to manage its duty of care responsibilities in relation to this contract. Please refer to the Supplier Information Note on the DFID website for further information on our Duty of Care to Suppliers Policy and Annex 3 Duty of Care Risk Assessments.

The Supplier accepted responsibility for security and Duty of Care as detailed above.

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

FCO Travel advice:

<http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/>

World Meteorological Organisation:

<http://severe.worldweather.org/>

Global Flood risk map:

<http://globalfloodmap.org/>

CIA World Fact file:

<https://www.cia.gov/library/publications/the-world-factbook>

Appendixes

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

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

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

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <p>1) The Parties 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:</p> <ul style="list-style-type: none">• Personal Data necessary for the administration and/or fulfilment of this contract.