

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**

Foreign, Commonwealth  
& Development Office

**Section 1 – Form of Contract**

<b>Framework Agreement for:</b>	<b>CONFLICT, STABILITY &amp; SECURITY FUND (CSSF) FRAMEWORK 2018</b>
<b>Framework Agreement Reference Number:</b>	CPG/2350/2018
<b>Call-Off Title:</b>	Global Mine Action Programme 3 (GMAP3) Enabling Contract 2 Lot 2
<b>Call-Off Reference:</b>	Ecm_4979

This Call-Off Contract is made between the Secretary of State for Foreign, Commonwealth and Development Affairs represented by the Foreign, Commonwealth & Development Office, acting as part of the Crown ("the Authority"),

and

**Mines Advisory Group** ("the Supplier") with the main office at Suite 3a South Central, 11 Peter Street, Manchester, M2 5QR and Charity registration number 1083008 ("the Parties").

Framework Agreement with: Charity Number:	<b>Mines Advisory Group 1083008</b>
Sub-Contractors/Consortia: Charity Number:	<b>The HALO Trust 2228587</b>
Framework Agreement for:	<b>CONFLICT STABILITY &amp; SECURITY FUND 2018</b>
Framework Agreement Number:	<b>CPG/2350/2018</b>
Call-off Contract For:	<b>Global Mine Action Programme 3 (GMAP3) Enabling Contract 2 Lot 2</b>
Contract Number:	<b>ecm_4979</b>

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**Section 2 – Call-Off Terms & Conditions**[\(Back to Contents\)](#)**1. The above mentioned Framework Agreement.**

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

**2. Your proposal of 03 March 2023.**

2.1. The Authority requires **Mines Advisory Group** ("the Supplier") to provide the Services as stated in the Statement of Requirement at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

**3. Commencement and Duration of the Services**

3.1. The Supplier shall start the Services no later than 1<sup>st</sup> April 2023 ("the Start Date") and Services shall be completed by 30<sup>th</sup> September 2023 ("the End Date") unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier's performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

**4. Recipient**

4.1. The Authority requires the Supplier to provide the Services to the Communities currently at risk of harm from mines and Explosive Remnants of War (ERW); Communities unable to use land productively because of the fear of harm from mines and ERW; Communities unable to access basic services, facilities and vital infrastructure because of mines and ERW; and Governments of selected countries ("the Recipient").

**5. Financial Limit**

5.1. Payments under this Call-off Contract shall not exceed £1,200,000 (One million, two hundred thousand pounds) ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 2\)](#).

**6. Milestone Payments and Charges**

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

6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

**7. Fixed Price**

7.1. Where the Parties have agreed in the [Schedule of Prices and Rates \(Annex 2\)](#) that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

**8. Time and Material (applicable to this Contract)**

8.1 Where the Parties have agreed in the [Schedule of Prices and Rates \(Annex 2\)](#) that the Services will be provided on a time and materials basis, then:

- i. the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- ii. the Parties shall agree a maximum price, which shall include but not be limited to a resource

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profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;

- iii. the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- iv. the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

**9. Officials**

The Authority Project/Contract Officer is as follows:

<b>Title:</b>	<b>Name:</b>	<b>Email Address:</b>
Commercial Contract officer	Redacted	Redacted
Senior Responsible Officer	Redacted	Redacted

**10. Key Personnel**

The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

<b>Title:</b>	<b>Name:</b>	<b>Email Address:</b>
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted
Redacted	Redacted	Redacted

**11. Monitoring and Contract Performance Reports**

11.1 For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2 These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3 All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

**12 Duty of Care**

12.1 Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. 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.

12.2 Unless otherwise agreed, 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 the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3 The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier 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.

12.4 The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off 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.

12.5 Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#).

**CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT****13 Third Party Rights for Sub-Contractors**

13.1 The Supplier shall ensure that all Sub-Contracts contain provisions to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

**14 Call-off Contract Signature**

If the original Form of Call-Off Contract is not duly completed, signed and dated on behalf of the Supplier within 10 Working Days of the date on which it was sent for the electronic signature, the Authority will be entitled, at its sole discretion, to declare this Call-Off Contract void.

No payment will be made to the Supplier under this Call Off Contract until its signed by both Parties.

**15 Destruction and deletion of Authority Data and Confidential Information**

15.1 Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
- Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

**16 Special Terms & Conditions:****16.1 Medical Insurance**

The Supplier is responsible for ensuring adequate and appropriate medical insurance cover before beginning work overseas under a FCDO contract for services. The Supplier's fee is deemed to include an element to cover the cost of medical insurance.

It is not the responsibility of the local FCDO office, British Embassy or High Commission to meet the cost of the Supplier's medical care nor to make arrangements for evacuation in a medical emergency, although they will provide assistance if they can. On arrival, the Supplier should report to the FCDO local office, British Embassy or High Commission with details of medical insurance arrangements in case of a medical emergency.

**16.2 Extension Options.** FCDO reserves the rights to extend the Call-Off Contract by 6 months with a maximum additional budget of £1,200,000.

## **Annex 1 – Statement of Requirements and Supplier’s Tender**

### **GMAP3 Enabling Contract 2 Lot 2 (CSSF) Call-Off Contract under Conflict, Stability & Security Fund (CSSF) Framework Part 3 Statement of Requirements (SoR)**

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<b>Acronyms</b>	
APMBC	Anti-Personnel Mine Ban Convention
CCM	Convention on Cluster Munitions
CCW	Convention on Certain Conventional Weapons
CD	Capacity Development
CM	Cluster Munitions
CM-KPI	Contract Management Key Performance Indicators
EOD	Explosive Ordnance Disposal
EORE	Explosive Ordnance Risk Education
ERW	Explosive Remnants of War
ERW	Explosive Remnants of War
FCDO	Foreign Commonwealth And Development Office
GiHA	Gender In Humanitarian Action
GMAP 3	Global Mine Action Programme 3
HCT	Humanitarian Country Team
HMG	His Majesty's Government
IED	Improvised Explosive Devices
IMAS	International Mine Action Standards
IMSM	Information Management System For Mine Action
IP	Implementing Partners
KPI	Key Performance Indicators
MAPA	Mine Action Programme Of Afghanistan
MEL	Monitoring, Evaluation, And Learning
MoU	Memorandum of Understanding
NMAA	National Mine Action Authority
ODA	Official Development Assistance
PSEA	Protection From Sexual Exploitation And Abuse
QA	Quality Assurance
QC	Quality Control
ToC	Theory of Change
SoR	Statement of Requirements
TP-KPI	Transparency Key Performance Indicators
TPM	Third Party Monitoring
VA	Victim Assistance

## Introduction

1. This document comprises the Statement of Requirements (SoR) for a Global Mine Action Programme 3 (**GMAP3**) **Enabling Contract 2 Lot 2** to be procured by the Foreign, Commonwealth and Development Office (FCDO).
2. The UK has had a historic role in tackling the impact of landmines, cluster munitions (CM) and explosive remnants of war (ERW), being one of the founding signatories to the Anti- Personnel Mine Ban Convention (APMBC) in 1997 and the Convention on Cluster Munitions (CCM) in 2008. The UK has supported some of the poorest countries around the world to clear landmines, CM, Improvised Explosive Devices (IED) and ERW after conflict. UK funding for mine action saves lives, releases land for productive use helps pave the way for further development programming, and contributes to security and stabilisation outcomes.
3. The Business Case for GMAP3 allows FCDO to contract one or more suppliers for the release of land contaminated by landmines, CM and ERW, the delivery of Explosive Ordnance Risk Education (EORE) and the capacity development (CD) of national authorities and local implementing partners (IPs) in up to 13 countries.
4. **For this 6 month Enabling Contract, known as Contract 2 Lot 2**, a maximum value of **£1,200,000** has been allocated for financial year (FY) 2023/2024, **with a potential for a further £1,200,000 available should FCDO decide to implement the 6-month extension provision.**
5. For this **Enabling Contract 2 Lot 2**, FCDO require a supplier to provide services in **South Sudan, Myanmar and Laos.**
6. The country funding allocation is set at:

Country	6-month allocation	Potential 6-month extension	Maximum contract value:
South Sudan	£ 250,000.00	£ 250,000.00	£ 500,000.00
Myanmar	£ 300,000.00	£ 300,000.00	£ 600,000.00
Laos	£ 650,000.00	£ 650,000.00	£ 1,300,00.00

FCDO will consider Supplier's input into the individual country allocations which cannot exceed **£2,400,000 financial year 2023/2024 and must be inclusive of all government taxes**

7. This SoR details what is required from the Supplier for the delivery of services under the lot mentioned above. Specific requirements for each country within the lot is outlined at Annex A. These specific requirements were developed based on each country's contamination and impact, wider HMG objectives, the status of the national mine action programme, the activities of other donors and partners, and the wider political and socio- economic context.
8. A glossary of terms used in this SoR is provided at the end of this document.

## Objective

9. The contract will provide services that deliver:
  - Technical surveys and clearance of mines and Explosive Remnants of War (ERW);
  - EORE and community liaison visits and;
  - Capacity development of national mine action authorities will continue in Somalia and Angola only, to protect FCDO previous investment and allow continuity of service.



- Collectively, these services will be referred to as "Mine Action Activities".

Additional country-specific beneficiaries are outlined in Annex A where applicable.

## Beneficiaries

10. GMAP3 will use the definitions given in 'Standardising Beneficiary Definitions (SBD) in Humanitarian Mine Action', Second Edition, October 2020. The particular needs of women, girls and vulnerable ethnic and religious groups should be prioritised in defining the beneficiaries of the GMAP3 Enabling Contract.

11. The intended beneficiaries of this programme are:

- Communities currently at risk of harm from mines, CM and ERW;
- Communities unable to use land productively because of the fear of harm from mines, CM and ERW;
- Communities unable to access basic services, facilities and vital infrastructure because of mines, CM and ERW; and
- Aid agencies who require access to areas contaminated by mines, CM and ERW;
- National mine action authorities; and,
- Local mine action IPs who over time will assume a greater responsibility for conducting mine action activities with minimal international assistance.

Please refer to glossary for more details.

The outcomes will be delivered through land release, Explosive Ordnance Risk Education (EORE), and capacity building for national mine action authorities and implementing organisations.

## Programme Context, Budget and Timeframe

12. FCDO is contracting the delivery of this programme. **GMAP3 Enabling Contract 2 Lot 2** will cover a 6-month period with the potential for a further 6-month extension. The initial value of this 6-month contract is up to £1,200,000 (inclusive of all applicable local government taxes and exclusive of UK VAT). FCDO reserves the rights to increase or decrease the scale of the programme for a period of up to 6 months, with a maximum additional budget of £1,200,000.

**Note:** FCDO programmes are not automatically tax exempt and therefore suppliers may be liable to pay tax in respective countries of operation. Tax liabilities should therefore be taken into consideration in commercial proposals.

13. FCDO will award a contract to a single economic operator who may be the lead member of a group of economic operators (lead supplier). The lead supplier will represent and coordinate the other members of a group of economic operators and any other economic operators on which it relies to deliver the different aspects of the programme. Where a tender is submitted on behalf of a group of economic operators, the tender should identify the single economic operator who will contract with FCDO. The party with sole contractual obligations towards FCDO will be responsible for ensuring the implementation and reporting of all agreed interventions, achievement of results targets, for financial management and full acceptance of financial risks, for carrying out due diligence and risk management of consortia and downstream partners.

14. FCDO will also award two separate contracts linked to the provisions of this Contract:

- The external Monitoring and Evaluation (M&E) Service to a third-party supplier (separately procured). The lead supplier will be required to cooperate fully with the external Monitoring

and Evaluation Service Provider to facilitate the verification of results and methodologies.

- GMAP3 Enabling Contract 2 Lot 1 with the same scope of work but for different geographical coverage (separately procured).

**15. The contract should commence by 1<sup>st</sup> April 2023** and will run until 30<sup>th</sup> September 2023. The contract will consist of three phases (i) Workplan (ii) Implementation including (iii) the Closure, Transition and Learning activities Phase.

- (i) The Workplan Phase will last for a maximum of 1 month, during which the Supplier (including any members of the consortium, if applicable, and Sub-Contractors on whom it relies for the delivery of the Contract) will work with FCDO and the M&E Services Provider to confirm delivery and measurement of the scope of work as set out below under scope of work.
- (ii) The Implementation Phase, delivering the scope of work set out below, is planned to start immediately upon satisfactory completion of the workplan and will last for 5 months. Subject to agreement with FCDO, some implementation activities may commence during the workplan phase.
- (iii) The Closure, transition and learning. Closure and transition will take place during the final 3 months of the Contract, from July 2023 to September 2023. Learning will continue under the M&E contract until end December 2023.

A formal high-quality programme final report will be required, documenting overall programme results, breakdown of costs and delivery and lessons learned.

**16. Local implementing partners:** the use of local implementing partners as Sub-Contractors will be subject to Terms and Conditions of the Call-Off Contract, including regarding due diligence and risk. Any additional Sub-Contractors (including local implementing partners) must be agreed with FCDO before being engaged.

## Scale up/Extension options

**17.** FCDO may scale up or extend the programme, including changing the funding, outputs, and outcomes of the GMAP3 Enabling Contract 2 Lot 2.

**18.** Scale up or extension of this Contract will be at the sole discretion of FCDO, and the Supplier will be informed of any amendments within the lifetime of the Contract. Any extensions or scale ups will depend upon supplier performance, the operating environment of the Contract, and associated FCDO affordability assessment. Details for any extension period should not be included in the budget and requests for costed proposals (technical/commercial) and will be sought if and when FCDO decide to implement the 6-month extension option.

**19.** FCDO reserves the right to scale down or terminate this Contract at any point in line with the Terms and Conditions of the Call-Off Contract. Scaling down is at FCDO's discretion, and may occur for a number of reasons, including but not limited to: Political Economy Reasons; or shortage of funds. Political Economy Reasons include a change in security, government stability, corruption, or delays in government engagement that negatively affect delivery.

**20.** Any such changes will be fully communicated to the Supplier and implemented in accordance with the Terms and Conditions of the Call-Off Contract

## Exit strategy

**21.** FCDO has an approved budget of £ 1,200,000. for the programme until end September 2023.

Regardless of potential for future costed extensions to the programme or any possible scaling up in the life of the Contract, the Supplier must ensure a responsible exit leading up to the withdrawal of FCDO funding at the end of September 2023. Engagement strategies should outline measures to ensure sustainability and hand over to public sector or private sector organisations to ensure sustainability of services into the future.

22. In accordance with clause 16.5 of the Section 2 of CSSF Framework Agreement, the Supplier must submit the Exit Plan within 3 months after the Commencement Date for FCDO's approval.

a)

23. **Lessons learned:** The Supplier shall work with the M&E provider to input into a formal system which aims to identify, document, validate and disseminate lessons learned across this Contract. Of particular importance will be lessons learned on the trialling and use of innovative operational procedures, which will be integrated into any new phase of this programme as the discretion of FCDO.

24.

**Project phase out:** FCDO plans to conduct a competitive procurement process for all or any of the services covered by this Contract. The Supplier must work with FCDO to ensure that the impact on the national staff and development partners of the demobilisation and /or transfer of all or any services to the new contract(s) is minimised.

## Scope of Work

25. This SoR refers to the delivery requirements of **GMAP3 Enabling Contract 2 Lot 2**: The Supplier will deliver a combination of the activities outlined in this SoR and summarised in Annex A depending on context.

### A) Tender Proposal

26. In their proposal, the Supplier will project output and outcome targets for land release and EORE and will detail how they will build the capacity of national mine action authorities and implementing organisations in Somalia and Angola. The Supplier will provide evidence they have consulted with national mine action authorities or regulators to ensure proposals are aligned with national priorities and, where available, national mine action strategies or equivalents.

27. **Emphasis will be given:** to the degree, quality and sustainability of the benefits (in terms of increased security and enhanced livelihoods) of land release and EORE activities; and to activities which meet the expectations – in addition to addressing the needs – of communities at risk. The supplier shall submit proposals that respond to the Sector theory of change (Annex D). This includes an expected 'technical' baseline, i.e. the availability, accuracy and reliability of information on suspected and confirmed hazardous areas, and the types and predicted distribution of mines and ERW to be cleared. Proposals shall include country-level theories of change that outline how the objectives for each country described covered by this contract will be achieved.

28. **Theory of Change:** The Theory of Change (ToC) for GMAP3 is based on the sector-wide ToC developed by Itad in 2021/22 with funding from the UK and NL Governments. However, the GMAP3 ToC does not include victim assistance (VA) or stockpile destruction as neither of these activities were included in the GMAP3 Business Case. The Supplier will include in their proposal how they will (i) include all relevant development partners as per the theory of change; (ii) maximise FCDO funding alongside other streams of funding to enable these outcomes to be achieved.

29. **Outputs:** The nature of national mine action prioritisation and planning means it is normally not

possible to predict well in advance the location and timing of land release and EORE tasks. For the purposes of this project, the Supplier shall provide in their proposal indicative outputs which show the expected productivity of land release and EORE tasks in each country as part of their bid. The following Delivery Key Performance Indicators (D-KPI) are to be used:

- Land cleared (sqm)
- Land reduced (sqm)
- EORE Sessions
- EORE Beneficiaries

**30. Intended outcomes:** The intended outcomes of this project are to provide communities at risk with increased security and enhanced livelihoods, and to enable broader humanitarian and development projects to be implemented. Country specific outcomes will be agreed with FCDO based on the Sector-wide Theory of Change.

**Accreditation:** The Supplier must provide evidence of relevant existing organisational and operational accreditation to conduct mine action activities in each country. If the Supplier does not have existing accreditation, then it must provide detailed information on the steps and timeframes involved in gaining accreditation. Suppliers shall demonstrate national authority support for their proposal.

**Memoranda of Understanding (MOU):** The Supplier shall also provide evidence of any MOUs with the necessary authorities to operate in programme countries. If the MOU(s) are dependent on being awarded the contract, the contractor shall provide statements from the necessary authorities that the MOU(s) shall be awarded without delay on award of contract, i.e. there is no other conditionality.

**31. Conflict sensitivity:** Supplier shall provide, as part of their proposal, a conflict sensitivity strategy which includes an assessment of work in the proposed area, steps to avoid aggravating the causes and consequences of conflict, and wherever possible steps that will be taken to improve conflict dynamics and support peacebuilding. The Supplier shall demonstrate their understanding and use of the most up-to-date conflict analysis in order to understand the drivers of conflict, the main actors and obstacles and opportunities for building peace, both at country and local/regional level. The Supplier shall monitor the context at frequent intervals to assess how the programme is impacting on conflict dynamics and how the changing contextual realities might impact the implementation of the programme, to enable the programme to adapt to these realities. Suppliers should demonstrate how they will ensure that the programme remains conflict sensitive throughout implementation, including through updated analysis and lesson learning that informs programme delivery. Guidance is given in Conflict Sensitivity Guide for the Mine Action Sector; ePact / Itad dated 30 May 2022.

**32. Gender:** The Supplier shall include an outline gender strategy in their proposal that will detail how the Supplier shall design, develop and implement the project in a way that takes into account the different needs, priorities, knowledge and capabilities of women, girls, men and boys, ensuring that they participate in, and benefit equally from, the proposed project. This should include consideration of how gender equality can be promoted through employment practices, EORE messages, and data collection, disaggregation and analysis. Where possible, it should also consider how mine action can promote girls' education, for example by prioritising land release tasks that enable girls to travel to schools safely. The Supplier must be a member of Gender in Humanitarian Action (GiHa) and the Protection from Sexual Exploitation and Abuse (PSEA) network throughout the contract duration.

**33. Disability and Inclusion:** Suppliers should set out how they will design, develop and implement

the project in ways that take into account the needs and capabilities of people with disability and other vulnerable groups. This should include details of how the Supplier will report disability disaggregated beneficiary data; ensure that people with disabilities are not excluded from risk education messaging; and encourage inclusive employment practices. Where possible, local Organisations of People with Disabilities should be engaged in target communities. This must be in line with FCDO Disability Inclusion Strategy which can be found here [FCDO disability inclusion](#).

**34. Climate and Environment:** The Supplier shall set out how it will consider climate and the environment in its delivery, assessing and mitigating any climate or environmental impact and risks specific to GMAP3, (including both climate and environment-related risks on the programme, as well as any impacts of the programme). The overall approach that should be taken is to adhere to the principle of “Do No Harm” to the environment and consider opportunities where GMAP3 might deliver environmental and climate benefits. For example, noting the UK Government’s commitment to tackling climate change, increased emphasis should be given to reducing the carbon footprint of UK-funded mine action programmes. The strategy must explain how the Supplier has refined, and will continue to refine, its procedures and practices to minimise their environmental impact (carbon footprint, protection of the environmental assets and biodiversity). The strategy must also explain how changes to the prioritisation of mine action programmes (such as the productive use of cleared land) can contribute to climate adaptation, where practical. The Supplier must be able to demonstrate consideration of climate and environment throughout programme delivery.

**35. Risk Assessment:** The Supplier shall evaluate the risks associated with the successful design, development and implementation of the project, and will propose measures which aim to reduce the probability and mitigate the impact of the risks. The Supplier will propose how they will systematically monitor risk throughout the project lifecycle and the escalation chain. Risks will be identified in accordance with FCDO’s risk matrix. For the avoidance of doubt, this risk assessment is in addition to the risk assessments required to meet the Supplier’s Duty of Care.

**Social Value:** As part of the tender the Supplier must explain how it will apply FCDO’s commitment to the UK Government’s Social Value Policy. The Supplier’s approach to Social Value will be monitored by FCDO throughout the lifetime of the Contract.

### **Workplan phase**

**36.** A Workplan shall cover the 6 months covered by this Contract. Planned activities shall be provided in detail. The Supplier shall work with the M&E Service Provider and FCDO to refine their technical baseline data within one month of the Contract Commencement date and shall submit to FCDO for approval the report that sets out the baseline data to be used as a reference point against which contract performance will be measured. The report shall:

- describe the expected 'technical' baseline, i.e. the availability, accuracy and reliability of information on suspected and confirmed hazardous areas, and the types and predicted distribution of mines and ERW to be cleared;
- provide quantitative and qualitative data on the quality of life of mine/ERW-affected communities prior to land release and EORE interventions in the areas proposed for operations.;
- assess the impact of mine action on men, women and children and provide a final gender equality strategy which includes how operator employment practices, mine action activities and data disaggregation will be gender sensitive.;
- assess the impact of mine action on vulnerable communities including people with disabilities; and

- detail how operator employment practices, mine action activities and data disaggregation will be sensitive to issues of disability and inclusion.
- provide a set of country-specific outcome indicators and targets

### C) Implementation phase

37. Throughout the Contract, the Supplier will be expected to deliver agreed output targets in a way that maximises outcomes. The Supplier shall report quarterly on progress and will be expected to maintain communication with FCDO throughout the Contract to flag any urgent risks or issues, and to be responsive to ad hoc FCDO requests.
38. There may be a need to adapt the Mine Action Activities in certain countries, over the lifetime of this Contract. This may be due to unexpected losses (for instance sudden onset of conflict or severe weather rendering areas unworkable) in one country, which may need to be offset by increased work in another in order to utilise funding and deliver value for money. Should this occur, budgets and work plans will be revised and agreed with FCDO.
39. **Independent Monitoring and Evaluation contract:** The Supplier's work will be monitored and evaluated by the M&E provider. The M&E provider will report back to the GMAP programme team. The Supplier will report quarterly on the D-KPIs to the M&E provider. The M&E provider will report back to the GMAP programme team. Community Liaison visits will not be included as a KPI, however, FCDO will require the Supplier to report quarterly on all community liaison activity undertaken as part of this contract to the M&E provider.
40. **Task selection:** The Supplier must work closely with beneficiaries and their representatives (such as local councils) to prioritise and select mine action tasks which will address local needs and contribute to the project outcomes. The focus must always be to maximise the quality and sustainability of the intended outcomes.
41. **Logframe:** the Supplier shall submit to FCDO an updated logframe which will be supplied by M&E Service Provider, which takes into account the refined baseline data. The logframe shall be based on the Sector Wide theory of change.
42. The Supplier shall inform FCDO of any significant changes in expected results and make recommendations for adjustments in the programme to ensure overall delivery of results is on track, any such changes must be agreed in advance and in writing by FCDO.
43. **Value for Money:** The Supplier's approach to maximising value for money must be structured around the five Es: economy, efficiency, effectiveness, equity, and cost effectiveness throughout the duration of the Contract.
44. **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. See paragraph 75 for further information.
45. **GMAP2 and GMAP3 assets:** It is anticipated there will be some FCDO owned assets (from target countries that were also part of the previous GMAP2 and GMAP3 Enabling contracts), that will be available for further use on this Contract. The Supplier must update asset registers quarterly and submit to the M&E provider. An example of a FCDO Asset Register can be found at Annex C.

### D) Closure, Transition and Learning

- 46.** The Supplier must submit final results and reports to M&E Services Provider no later than 14 October 2023 to allow for the evaluation of the work completed under GMAP3 Enabling Contract 2 Lot 1. The Supplier will be expected to contribute to evidence (including lessons learned and best practice) gathered by the M&E provider for the programme evaluation the M&E provider will undertake between October and December 2023. A formal high- quality programme final report will be required, documenting overall programme results, breakdown of costs and delivery and lessons learned.

## Programme reporting and management, KPIs and Payment by Results

- 47.** GMAP3 will be managed directly through the Humanitarian and Migration Department (HMD) within FCDO. Both the Supplier and the independent M&E provider will report directly to FCDO.
- 48.** The Supplier will provide quarterly reports to the M&E provider no later than 10 Working Days after the end of a quarterly reporting period, the M&E partner will quality assure the reports and update FCDO including alerting it to any significant challenges that the Supplier is facing with programme delivery.

Suppliers will submit country reports to FCDO's Monitoring and Evaluation provider as noted in table below:

Country Reports and LogFrames submitted to M&E Partner:	M&E provider submits full report to FCDO:
No later than 10 Working Days after the end of each quarter:	No later than 20 Working Days after the end of each quarter:
12/07/2023	26/07/2023
14/10/2023	28/10/2023

FCDO will arrange quarterly governance meetings with all relevant Stakeholders from FCDO and Suppliers
No later than 30 after the end of each quarter:
30/07/2023
30/10/2023

- 49.** The Supplier shall provide an audited statement for the FY. The audit reports must be completed within six months of the completion of financial year.

## Payment structure and invoicing

- 50.** Payment will be made quarterly in arrears, aligned with UK recognisable financial quarters. The Supplier must submit the FCDO Open Booking Accounting spreadsheet (a copy of which can be found at Annex B) with each invoice, as well as other supporting documentation including spend forecasts.
- 51.** FCDO will review and audit payment request against agreed objectives. Payment requests must be submitted within 6 weeks of each quarter end and FCDO will pay Suppliers within 2 weeks of receipt provided all information and queries have been resolved.

- 52.** Forecasts will be reviewed and subject to approval by FCDO each quarter to ensure accurate

activity planning and financial management. FCDO expects limited variance between financial forecasts and invoiced actual costs.

- 53.** The Supplier must provide and maintain an up to date and accurate record of named downstream delivery partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This record must demonstrate how funds/assets flow from the initial source to end beneficiaries. This record needs to be updated quarterly by the Supplier and when there are material changes to the delivery chain.

## **Performance monitoring and KPIs**

- 54.** Suppliers will include output targets within their proposals for each KPI area noted below and performance will be measured against these outputs. FCDO will assess the proposal against outputs achieved throughout the lifetime of previous FCDO demining programmes, including GMAP2. The Supplier will include in its proposals the assumptions used to calculate its productivity (including the size of its survey, clearance, and EORE teams, equipment used, access to information such as minefield records, and the Supplier's experience in surveying and clearing similar contaminated land) and the project risk(s) associated with the Supplier's assumptions. The minimum land release targets should be used as a baseline

## **Achievement of performance targets**

- 55.** If the Supplier is unable to meet its agreed performance targets, FCDO reserves the right to amend the requirements within this Contract to reduce the mine action activities to be delivered by that Supplier. An inability to meet targets may be triggered by a range of factors, including but not limited to:

- a. conflict inhibiting the safe operation of deminers' work
- b. natural disasters
- c. nationally imposed Covid-19 restrictions

or supplier related performance issues such as inter alia:

- d. the supplier has consistently shown not to be on track to meet the minimum output target for a country
- e. Supplier's work has been delayed significantly by events which could have been foreseen (e.g. religious holidays, staff departures) but were not accounted for in a timely manner in delivery plans

- 56.** FCDO reserves the right to terminate the contract in the event of unsatisfactory performance and/or delivery of outputs in line with FCDO terms and conditions.

- 57.** Unsatisfactory performance may include but is not limited to: a consistent (more than twice) breach in fulfilling obligations related to reporting in a timely fashion; a consistent (more than twice) failure to achieve agreed targets as set out in the logframe; a severe disregard for due care towards its staff or employees, and those of its partners; evidence of malfeasance, fraud, or corruption and/or a failure to respond to such instances in a timely manner.

- 58.** Where issues/disputes arise both parties will use best endeavours to resolve them at the earliest opportunity, including raising with FCDO SRO and programme team as appropriate. When an issue/dispute is not resolved either party should escalate to the next level within the timescales



set out below. The levels are defined as: -

- (a) the FCDO Programme Management team, the FCDO Senior Programme Manager and Supplier Contract team shall attempt in good faith to resolve the dispute/issue;
- (b) If the FCDO Programme Manager and the Supplier Contract team for any reason unable to resolve the Dispute/Issue within 15 working days, the matter shall be referred to the FCDO SRO, the FCDO Commercial Delivery Manager, and Supplier Senior Management who shall attempt in good faith to resolve it;
- (c) If the FCDO SRO, the FCDO Commercial Delivery Manager and the Supplier Senior Management are for any reason unable to resolve the Dispute/Issue within 15 working days, the matter shall be referred to the FCDO Commercial Head of Delivery and Suppliers CEO who shall attempt in good faith to resolve it; and
- (d) if the FCDO Commercial Head of Delivery and the Suppliers CEO are for any reason unable to resolve the dispute/issue then Clause 47 of the Ts&Cs of the Contract will apply.

## **Delivery Chain Mapping**

- 59.** Delivery chain mapping is a process that identifies and captures, usually in visual form, the names 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.
- 60.** The Supplier shall provide and maintain an up to date and accurate record of named downstream delivery partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This record must demonstrate how funds/assets flow from the initial source to end beneficiaries. This record needs to be updated quarterly by the Supplier and when there are material changes to the delivery chain.

## **Management Arrangements, Quality Control and Reporting**

- 61.** The Supplier will be required to set out in their proposal how they will ensure good governance and monitoring across all countries, including the frequency and means of monitoring. This includes the ability to manage risk matrix across the countries covered in this contract. The Supplier will be required to submit a risk framework for each country programme which will be reviewed on a quarterly basis with FCDO.

## **Transparency**

- 62.** FCDO has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. FCDO requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
- 63.** It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this – further information is available from [www.aidtransparency.net](http://www.aidtransparency.net)

## UK Aid Branding

- 64.** FCDO guidance predominantly covers use of the UK aid logo which, with few exceptions, should appear alongside the partner's own logo and those of other donors on programme communications and assets, at events etc. Partners should also acknowledge UK Government funding in interviews, press releases, public statements, on social media and in all other public communications; and make use of a content disclaimer as appropriate. The Branding Guidance is at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/707676/UK-aid-branding-guidance-May-2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/707676/UK-aid-branding-guidance-May-2018.pdf)

No publicity is to be given to this Contract without the prior written consent of FCDO. There may be locations where the use of the UK Aid logo will not be appropriate. Any exceptions to the rule above must be discussed with FCDO on a case by case basis.

- 65.** Transparency, value for money, and results are top priorities for the UK Government. FCDO has a duty to show UK taxpayers where their money is being spent, its impact, and the results achieved. FCDO has guidance on the use of its logos, which will be shared with the Supplier(s) as necessary.

## Duty of Care

- 66.** The Supplier is fully responsible for the Duty of Care of its staff for the duration of the Contract; see ITT Volume 1.

- 67.** FCDO will share available information with the Supplier on security status and developments in-country where appropriate. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position. See: Foreign travel advice - GOV.UK ([www.gov.uk](http://www.gov.uk))

- 68.** The security situation in the countries covered by this contract 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 the region in order to deliver the contract (subject to travel clearance being granted).

- 69.** 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 its Personnel receive the required level of training prior to deployment.

- 70.** Supplier must develop Tender Responses on the basis of being fully responsible for Duty of Care for the duration of the Contract in line with the details provided above and the initial risk assessment matrix developed by FCDO (see Annex G). Suppliers must confirm in their Selection Questionnaire response 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.

- 71.** Acceptance of responsibility must be supported with evidence of Duty of Care capability and FCDO reserves the right to clarify any aspect of this evidence. In providing evidence, the Supplier should consider the following questions:

- a) Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on any information provided by FCDO)?
- b) Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- c) Have you ensured or will you ensure that all staff (whether employed by LeadConsortia members or other consortia members if any), are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- d) Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
- e) Have you ensured or will you ensure that all staff (whether employed by LeadConsortia members) if any are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- f) Have you appropriate systems in place to manage an emergency / incident if one arises?

**72.** The Supplier is responsible for ensuring appropriate safety and security briefings for all their personnel working under this contract and ensuring that their personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they and their personnel are up to date with the latest position.

## **Conflict Affected Zones**

**73.** This contract may require the Supplier to operate in conflict-affected areas. Travel to certain areas may 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 in order to deliver the Contract (subject to travel clearance being granted where applicable).

**74.** 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. The Supplier must ensure their Personnel receive the required level of appropriate training.

## **Do No Harm**

**75.** FCDO requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with FCDO 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.

**76.** The programme is targeting a highly sensitive area of work. The Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to staff or beneficiaries. The Supplier will be required to include a statement that it has duty of care to beneficiaries, other programme stakeholders and their own staff, and that the Supplier 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 FCDO.

**77.** FCDO does not envisage the necessity to conduct any environmental impact assessment for the implementation of the programme. However, it is important to adhere to principles of "Do No Harm" to the environment.

- 78.** The Supplier will be required to evidence their internal safeguarding and fraud reporting processes, evidencing a survivor-centred approach and confirm ability to adhere to FCDO reporting mechanisms and will fully engage in FCDO due diligence process as requested.

## Digital Technology

- 79.** Suppliers are advised to take account of FCDO's "Guidance on digital spend advice and controls for FCDO partners and suppliers"

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

- 80.** In particular, suppliers should note that UK Government spending rules mean that no money can be spent on purchasing UK citizen-facing website domains. Content should be placed on GOV.UK or existing websites wherever possible. If successful bidders think that a separate domain/URL is needed for a programme, you should discuss this further with FCDO. Websites for programmes overseas are permissible in certain cases if a clear user need is demonstrated, but they require internal FCDO approval before any work starts. FCDO provides guidance on how to decide if a website is required and how to achieve value for money.

## General Data Protection Regulations (GDPR) Requirements:

- 81.** General Data Protection Regulations (GDPR) came into effect from 25th May 2018. This aims to protect the privacy of all EU citizens and prevent data breaches. Established key principles of data privacy remain relevant in the new data protection legislation but there are also a number of changes that affect commercial arrangements, both new and existing, with suppliers.
- 82.** Under GDPR the contract must be clear on roles and responsibilities relating to the Controller and the Processor. A Controller determines the purposes and means of processing personal data. A Processor is responsible for processing personal data on behalf of a controller. In the majority of contracts, government would normally expect the Controller to be FCDO and the Processor to be the Supplier. However, there is the potential for FCDO programme funded contracts to require a different relationship for these roles.
- 83. The Controller must:**
- \_ Clearly state what personal data can be gathered under the contract, along with the purpose and means.
  - \_ Ensure the processor has the capability to meet the requirements of GDPR.
  - \_ Ensure a Data Protection Impact Assessment (DPIA) is carried out (where appropriate) prior to contract award.
- 84. The Processor must:**
- \_ Process data in line with GDPR
  - \_ Process the data within the scope stated by the Controller in the contract.
  - \_ Ensure any sub-processors they contract have the capability and provide assurance of compliance.
- 85.** The revised FCDO Terms and Conditions have been adjusted to include a new Personal Data clause. The clause (32), is on the basis of FCDO as the Controller and the Supplier as the Processor and you will see that the clause links directly to the details provided within Appendix A of this SoR. Further discussion between the preferred supplier and FCDO will agree roles and responsibilities with regard to GDPR compliance.

## Glossary

The definitions of terms used in this SoR are taken from International Mine Action Standards (IMAS), apart from 'beneficiary' which has been defined by the current GMAP suppliers and accepted by FCDO.

### **Beneficiary**

This contract will use the definitions given in '*Standardising Beneficiary Definitions (SBD) in Humanitarian Mine Action*', Second Edition, October 2020. SBD provides separate definitions for direct and indirect beneficiaries of EORE, land release, EOD and victim assistance (VA). Note: VA is not included in GMAP3.

### **Cancelled land**

A defined area where there is no evidence of mine/ERW contamination following the NTS of confirmed or suspected hazardous areas.

### **Clearance**

In the context of mine action, the term refers to tasks or actions to ensure the removal and/or the destruction of all mine and ERW hazards from a specified area to a specified depth, or other agreed parameters as stipulated by the NMAA.

### **Cluster munition (CM)**

A conventional munition that is designed to disperse or release explosive sub-munitions each weighing less than 20 kilograms, and includes those explosive sub-munitions.

### **Community liaison**

Liaison with men, women and children in mine/ERW affected communities to exchange information on the presence and impact of mines and/or ERW, create a reporting link with the mine action programme and develop risk reduction strategies. Community liaison aims to ensure that the different community needs and priorities are central to the planning, implementation and monitoring of mine action operations.

### **Explosive ordnance disposal (EOD)**

The detection, identification, evaluation, render safe, recovery and disposal of explosive ordnance (EO).

### **Explosive ordnance risk education (EORE)**

Activities which seek to reduce the risk of injury from mines/ERW by raising awareness of men, women and children in accordance with their different vulnerabilities, roles and needs, and promoting behavioural change. Previously referred to as mine risk education (MRE).

### **Explosive remnants of war (ERW)**

All munitions (including CM) containing explosives, nuclear materials, or biological and chemical agents. The munitions may have been fired and not detonated and therefore potentially dangerous, or left behind or dumped by a party to an armed conflict.

### **Land release**

The process of applying all reasonable effort to identify, define and remove the presence and suspicion of mines/ERW through NTS, technical survey and/or clearance. The criteria for "all reasonable effort" shall be defined by the NMAA.

### **Mine action**

Activities which aim to reduce the risk of harm from landmines, ERW and improvised explosive devices to a level where people can live safely; in which economic, social and health development can occur free from the constraints imposed by landmine and ERW contamination. Mine action comprises: (a) EORE; (b) humanitarian demining, i.e. mine and

ERW survey, mapping, marking and clearance; (c) victim assistance, including rehabilitation and reintegration; (d) stockpile destruction; and (e) advocacy against the use of anti-personnel mines.

A number of other enabling activities are required to support these five components of mine action, including: assessment and planning, the mobilisation and prioritisation of resources, information management, human skills development and management training, quality management and the application of effective, appropriate and safe equipment.

### **Mine free**

An area that has been certified as clear of mines to a specified depth. Also applied to a country or an area that has not had a mine contamination problem.

### **National Mine Action Authority (NMAA)**

The government entity, often an inter-ministerial committee, in a mine-affected country charged with the responsibility for the regulation, management and coordination of mine action.

In the absence of a NMAA, it may be necessary and appropriate for the UN, or some other recognised international body, to assume some or all of the responsibilities, and fulfil some or all the functions, of a NMAA.

### **Non-technical survey (NTS)**

The collection and analysis of data without the use of technical interventions about the presence, type, distribution and surrounding environment of mine/ERW contamination, to define where mine/ERW contamination is present, and where it is not, and to support land release prioritisation and decision-making processes through the provision of evidence.

### **Programme manager**

A FCDO staff member who manages the programme and relationships with implementing partners on a day to day basis. The programme manager reports to the SRO.

### **Reduced land**

A defined area concluded not to contain evidence of mine/ERW contamination following the technical survey of a suspected or confirmed hazardous areas.

### **Senior Responsible Owner (SRO)**

A FCDO staff member who has been designated as the SRO is accountable for the vision and overall performance of a project/programme.

### **Technical survey (TS)**

The collection and analysis of data using appropriate technical interventions about the presence, type, distribution and surrounding environment of mine/ERW contamination, in order to define better where mine/ERW contamination is present, and where it is not and to support land release prioritisation and decision making processes through the provision of evidence.

## Annex A

Table of country activities and indicative allocations GMAP3 Enabling Contract 2.

<u>Country</u>	<u>Indicative annual allocation</u>	<u>Land release</u>	<u>EORE</u>	<u>Capacity development</u>
South Sudan	£250k	✓	✓	✓
Myanmar	£300k	✓ (NTS only)	✓	
Laos	£650k	✓	✓	
Total	£1,200,000.			

## **Annex B**

FCDO Open Book Accounting Document – a separate document

## **Annex C**

FCDO Example Asset Register – a separate document

## **Annex D**

GMAP3 Enabling Contract Theory of Change – a separate document



## Appendix A: of Contract Section 3 (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 FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<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 <b>33.2</b> Protection of Personal Data and <b>33.4</b> (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [to be determined]</li> </ul>
<b>Subject matter of the processing</b>	The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract and the Services as set out within Annex 1 (Statement of Requirements) to the Call-Off Contract.
<b>Duration of the processing</b>	The processing is requirement for the duration of the Contract Period as may be required after the End Date for the purposes of handover or re-tender. This will be agreed between the Parties.
<b>Nature and purposes of the processing</b>	The nature and purposes of the processing shall be as required in order to ensure that the Processor can effectively deliver the Call-Off Contract.
<b>Type of Personal Data [and Special Categories of Personal Data]</b>	The type of Personal Data being processed shall be the type that is required in order to ensure that the Processor can effectively deliver the Call-Off Contract. This may include, but is not limited to, names, addresses, dates of birth, National Insurance numbers, telephone numbers, pay, images and biometric data.
<b>Plan for return and destruction of the data once processing complete. (UNLESS requirement under EU or European member state law to preserve that type of data)</b>	The Processor will provide a plan (including a timeline) for return and destruction of data in accordance with the conditions of the Call-Off Contract and Framework Agreement, including those in relation to Handover and Re-Tender.

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### **Annex 3 – Security Risk Disclaimer**

[\*\(back to Contents\)\*](#)

NOT USED

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### **Annex 4 – Processing, Personal Data & Data Subjects**

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Please refer to Appendix A of Annex 1 of the Call-Off Contract: Terms of Reference

## **Annex 5 – Insurances**

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### **REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)**

**CALL-OFF CONTRACT REFERENCE: 10088**

#### **PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE**

##### **1. INSURED**

1.1 The Supplier.

##### **2. INTEREST**

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

##### **3. LIMIT OF INDEMNITY**

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence, the number of occurrences being unlimited. In respect of products and pollution liability, not less than £1,000,000 or 125% of the Charges (whichever is the greater) payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) for any one occurrence and in the aggregate per annum.

##### **4. TERRITORIAL LIMITS**

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

##### **5. PERIOD OF INSURANCE**

5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

##### **6. COVER FEATURES AND EXTENSIONS**

6.1 Indemnity to principals clause.

##### **7. PRINCIPAL EXCLUSIONS**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

##### **8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

##### **9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**

9.1 Not applicable.

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## PART B: PROFESSIONAL INDEMNITY INSURANCE

**1. INSURED**

1.1 The Supplier.

**2. INTEREST**

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

**3. LIMIT OF INDEMNITY**

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence and in the aggregate per annum.

**4. TERRITORIAL LIMITS**

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

**5. PERIOD OF INSURANCE**

5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

**6. COVER FEATURES AND EXTENSIONS**

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

**7. PRINCIPAL EXCLUSIONS**

7.1 War and related perils

7.2 Nuclear and radioactive risks

**8. MAXIMUM DEDUCTIBLE THRESHOLD**

8.1 Not to exceed £5,000 each and every claim.

**9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3**

9.1 Not applicable.

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## PART C: UNITED KINGDOM COMPULSORY INSURANCES

**10. GENERAL**

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

## **Annex 6 – Supplier Code of Conduct**

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

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1. The required Compliance Level for this Call-Off Contract is Compliance Level 1 (CL1).

### **Sub-Appendix A: Compliance Level matrix** *(From Framework Agreement)*

The table below sets out the evidence that Suppliers are required to make available when requested by the Authority to demonstrate compliance with the Code.

For Call-Off Contracts requiring adherence to Compliance Level 1 (CL1) or Compliance Level 2 (CL2) the Supplier shall provide the evidence below at the frequency stated below to the Authority.

Compliance Area and requirement		Evidence Required	Frequency	CL1	CL2	CL3
i.	Declaration of compliance with the Supplier Code of Conduct	Declaration set out at Sub-Appendix B provided.	Annually	X	X	X
ii.	Declaration of sign up to the UN Global Compact	Certificate/Confirmation of membership	Annually	X	X	X
<b>1. Value for Money (VfM) and Governance</b>						
a.	Economic and governance policies in practice	Relevant organisation policies, including detailed annual financial breakdown related to the contract	Annually	X	X	0
b.	VfM being maximized over the life of a contract.	Relevant documentation to include: <ul style="list-style-type: none"> <li>- Confirmation of annual profit level fluctuations since contract award;</li> <li>- Evidence of timely resolution of identified issues;</li> <li>- Evidence of lessons learned</li> </ul>	Annually	X	X	0
c.	Tax declaration (HMRC format)	<ul style="list-style-type: none"> <li>- Tax the organisation paid on profits made in the last 3 years, and in which countries;</li> <li>- Compliance with relevant country level tax regulations fully understood and met</li> </ul>	Annually	X	X	0
<b>2. Ethical Behaviour</b>						
a.	Adherence to conflict of interest management procedures	Relevant organisation policies, including recruitment policy which must address circumstances where there may be potential or actual conflict of interest	Annually	X	X	0
b.	Ethical training and staff updates	Copy of training programme; Training logs; Relevant communication to staff	Annually	X	X	0
c.	A workforce whistleblowing policy	Relevant organisation policy and evidence of continuous staff	Annually	X	X	0

		awareness maintained.				
d.	Staff involved in Authority funded programmes are aware of how to report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism to the Authority.	Relevant organization policy and evidence of regular communication to staff.	Annually	X	X	0
e.	Declaration of direct or delivery chain staff members proposed to work on Authority funded programmes if employed by the Crown in the preceding two years.	Proof of compliance with the HMG approval requirements under the business appointments rules.	Annually (and when a new member of staff who this applies to joins the project team)	X	X	0
<b>3. Transparency and Delivery Chain Management</b>						
a.	IATI compliance for Suppliers and delivery chain partners	Proof of compliance with IATI	Annually	X	0	0
b.	Provision of up-to-date and accurate records of all downstream supply partners provided within the required frequencies, including annual contractual spend on MSME's, women owned businesses and apprenticeships in place	Record of all downstream supply partners	Annually	X	0	0
c.	Policies and practices for the management of delivery chain partners and affiliates aligned to the Supplier Code of Conduct	Verification that policies and practices for the management and governance of delivery chain supply partners is in place	Annually	X	0	0
d.	Tax evasion, bribery, corruption and fraud compliance	Statement of assurance that there has been no change to previous statements	Annually	X	X	0
e.	HMG prompt payment policy adhered to by all delivery chain partners	Confirmation of adherence to HMG prompt payment policy	Annually	X	0	0
<b>4. Environmental Issues</b>						
a.	Processes in place to identify environmental risks (e.g. by maintaining a risk register) ensuring legislative requirements are met and context specific environmental issues addressed	Documentation demonstrating how environmental risks are identified (e.g. risk register) with formal context specific environmental safeguarding policies in place	Annually	X	0	0
b.	Annual environmental performance reports	Published reports	Annually	X	0	0
<b>5. Terrorism and Security</b>						
a.	Reporting of terrorist offences or offences linked to terrorist activities or financing	Status declaration	Annually	X	X	0
b.	Confirmation that no engaged employees or deliver chain personnel appears on the Home Office Prescribed Terrorist Organization List.	Appropriate certification or documentation	Annually	X	X	0
c.	Data is managed in accordance	Appropriate certification or	Annually	X	X	0

	with the Authority's security policy and all systems are in accordance with the HMG cyber essentials scheme	documentation				
d.	Adherence to best practice global principles for digital development	Appropriate certification or documentation	Annually	X	0	0
<b>6. Safeguarding, Social Responsibility and Human Rights</b>						
a.	Compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership; Internal documentation demonstrating best practice and compliance	Annually	X	X	0
b.	Measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by Relevant Individuals. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place.	Proof of application and embedding of a safeguarding policy	Annually	X	X	X
c.	Membership of the International Labour Organisation or Ethical Trading Initiative	Membership Number	Annually	X	0	0
d.	Principles cascaded to employees and sub-contractors via an internal policy or written outline of good practice service deliver approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Internal policies or communication demonstrating communication to staff and delivery chain partners showing appropriate level of commitment to the UN Compact  Report on number and details of organization safeguarding allegations reported.	Annually	X	0	0


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