

CALLDOWN CONTRACT

Framework Agreement with: IMC Worldwide

Framework Agreement for: Expert Advisory Call Down Service,
Lot C Promoting Global Prosperity

**Framework Agreement
Purchase Order Number:** PO 7468

Call-down Contract For: Accra Plastics Management Pilot

Contract Purchase Order Number: PO 8425

I refer to the following:

1. The above mentioned Framework Agreement dated 29th September 2016;
2. Your proposal of 31st October 2018

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

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 13th December 2018 ("the Start Date") and the Services shall be completed by 12th December 2019 ("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 Climate and Environment Department, DFID ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed £907,925 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 21.1 shall be substituted for Clause 21.1 of the Framework Agreement.

21. Milestone Payment Basis

- 21.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to Clause 21.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4. DFID Officials

4.1 The Project Officer is:

REDACTED

4.2 The Contract Officer is:

REDACTED

5. Key Personnel

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

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

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. Call-down Contract Signature

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

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

Name:

Position:

Signature:

Date:

For and on behalf of
IMC Worldwide

Name:

Position:

Signature:

Date:

PO 8425 - ACCRA PLASTICS MANAGEMENT PILOT, GHANA

TERMS OF REFERENCE

TECHNICAL ASSISTANCE AND MANAGEMENT ORGANISATION ("The Supplier")

November 2018

1. Background

Important commitments to support sustainable oceans and tackle plastic pollution were set out by the UK and other partner countries at the Commonwealth Summit in April 2018. This included a political declaration – the Commonwealth Clean Oceans Alliance (CCOA) – as well as an ambitious public-private partnership to deliver the political commitments and funding for early action pilots and related technical assistance.

The public-private partnership – the Global Plastic Action Partnership – is hosted by the World Economic Forum and aims to engage governments, regional bodies, international organisations, and business, as well as innovators and civil society organisations, to catalyse action at scale to tackle global plastic pollution.

Defra have committed funding for the first phase of the partnership (2018-2020), which will provide "proof of concept" through catalysing by 2020 at least three major national or regional public-private action plans and collaborations with associated projects to tackle plastic pollution by 2025. This will be focused on three hotspots around the world, likely to be Southeast Asia, West Africa and a Small Island Developing State.

To support delivery of the Commonwealth Summit commitments, DFID has set aside £3m to support early action waste management pilots. Funding for the waste management pilots will help to design, establish and implement the early action, which will assist with the delivery of national and regional action plans supported through the Global Plastic Action Partnership. This combination of convening, mobilising international and national expertise, and a drive to quickly develop practical pilots, will lead to rapid achievement of results, learning, replication and impacts at scale.

An opportunity to deliver a high-impact pilot in the West Africa focal region has been identified in Ghana, working to support and accelerate the Ghana Recycling Initiative by Private Enterprises (GRIPE). GRIPE was established in November 2017 by eight major manufacturing companies in Ghana. It aims to support the Government's efforts at delivering sustainable plastic waste management solutions through advocacy, public awareness and multi stakeholder collaborations.

The partnership operates under the auspices of the Association of Ghana Industries (AGI), with members comprising the Coca-Cola Bottling Company of Ghana, Dow Chemical West Africa Limited, Fan Milk Ghana Limited, Guinness Ghana Breweries Limited, Nestlé Ghana, PZ Cussons Ghana Limited, Unilever Ghana and Voltic (GH) Limited.

The companies engaged in the GRIPE coalition have collectively committed to:

- Advocate for improved waste management practices.
- Connect various organizations to work together to create an improved and well-coordinated Waste Management System
- Contribute to increased collection of plastic waste and recycling rates countrywide.
- Provide employment opportunities through scalable recycling solutions.

Approximately 12,710mt of waste is generated per day in Ghana. Estimates suggest that of this, over 600,000mt of plastic is underexploited (i.e. not recycled or reused) every year¹. This is at least in part due to an uncoordinated approach towards waste management, but is also a result of a lack of suitable recycling and processing facilities.

Growing awareness of plastic pollution in Ghana, rising government commitment to tackle the problem, and formation of the GRIPE coalition, offer an opportunity to form a catalytic pilot programme. This would have the potential to address shortcomings in waste collection and management systems and mobilise investment in recycling and processing facilities.

It would also have the potential to generate a model and important experience which could inform approaches to the challenge of plastic pollution elsewhere in West Africa. The pilot would also contribute to the strong and growing partnership between Ghana and the UK, focused on promoting sustainable growth, investment and development.

2. Purpose and Objectives

The supplier will be responsible for managing this pilot, working with the Government of Ghana, a private sector alliance (the Ghana Recycling Initiative by Private Enterprises, GRIPE) and other key actors, to address shortcomings in waste collection and management systems and mobilise investment in recycling and processing facilities.

The pilot will also contribute to the aims of the Global Plastic Action Partnership, an ambitious public-private partnership which the UK has established in partnership with the World Economic Forum, and which aims to engage governments, regional bodies, international organisations, and business, as well as innovators and civil society organisations, to catalyse action at scale to tackle global plastic pollution.

The pilot will build a public-private partnership aimed at tackling plastic pollution in Ghana. Action will focus on improving waste management and increasing recycling capacity in Accra by catalysing private sector investment in infrastructure and developing an evidence base for policy makers. As the partnership progresses, it will enable learning and the gathering of evidence on what works when building public-private partnerships in the plastics sector, with a view to replicating the action elsewhere.

¹ Addie, Esther (2016). The Wealth of Plastic Recycling. Ashesi University College. Available at: https://air.ashesi.edu.gh/bitstream/handle/20.500.11988/20/Esther%20Addei_26139_assignmentsubmission_file_Final%20Capstone%20-%20Esther%20Addei.pdf?sequence=1

By taking action now, the pilot will be able to draw on the increasing public and private sector ambition to tackle plastic pollution and bring together the Government of Ghana, major private sector organisations (for example GRIPE members) and civil society organisations. Together, these actors will be well placed to identify and tackle the major obstacles to large scale, sustainable recycling practices in Ghana. UK funding will be made available to establish the pilot, engage key stakeholders, support technical studies and feasibility studies and other work necessary to establish waste collection systems and related investment in waste management and recycling (but not for the capital investment in waste management infrastructure).

The pilot will constitute early action under the Global Plastic Pollution Partnership, and work closely with the partnership secretariat, hosted by the World Economic Forum, and the extensive international network of expertise which the GPAP can mobilise (including multilateral development banks, the international headquarters of many of the companies engaged locally in the GRIPE initiative, NGOs which are working to generate solution to the plastic pollution challenge and other sources of support).

The supplier will work closely with DFID officials in London and Accra, the Global Plastic Action Partnership secretariat hosted at the WEF in Geneva, and Defra officials engaged in the Global Plastic Action Partnership, to design and deliver support to an effective and high-impact pilot partnership in Accra.

Activities

Facilitation and Partnership Support

1. Convene and support a coalition of key actors working to address plastic pollution in Ghana, including Government of Ghana, GRIPE partners, civil society organisations and other relevant stakeholders.
2. Work with key actors to design and implement a programme to address plastic pollution and provide ongoing support for partnership and coalition management, as required, such as workshops, facilitation, communications.
3. Liaise with the Global Plastics Action Partnership secretariat to ensure that the Ghana pilot contributes to the aims of the broader international effort to tackle plastic pollution and is informed by best international practice and innovation.

Technical Support and Analysis

4. Work with the partners to develop a clear strategy and roadmap to support implementation of regulatory reforms, development of waste collection and management systems, and related investment in waste management infrastructure. This may include:
 - Working with partners to undertake strategic analysis and consultations, such as the assessment of options for waste collection, the potential for employment generation through waste collection, and the social impacts of investment in improved waste collection and management.

- Preparing a roadmap and business case for investment in recycling;
- Undertaking technical feasibility studies and environmental impact assessments;
- Undertaking analysis of the regulatory environment and identifying reforms required to incentivise waste collection and recycling;
- Developing an investment plan and other relevant project documentation.

Investment

5. Work with Global Plastic Action Partnership secretariat and other key partners to engage with potential financiers, including multilateral development banks, private and philanthropic investors, to identify options for financing investment in recycling in Ghana, including public, private and blended finance models, as appropriate;
6. Assist the project partners to engage with potential investors and facilitate work to mobilise finance;

Replication and Scaling-up

7. Work with partners to learn and document lessons from the pilot and identify opportunities for replication and scaling-up in Ghana and the West Africa region.

The supplier should seek to maximise match-funding opportunities with private sector partners (and government), for example sharing costs associated with business case preparations and feasibility studies, to increase value for money and ensure fair sharing of risks with private sector partners in the pilot programme.

3. Scope of Work - Overall Requirement

The scope of the work is limited to work in Ghana for a period of up to 12 months. The programme is linked to plastic waste management only.

To deliver the work, it is anticipated that the Supplier will have:

- A strong understanding of the global action required to reduce plastic pollution, and how national and municipal level action can contribute to that goal.
- Experience of designing and delivering innovative, municipal or city-scale public-private partnerships to reduce plastic waste.
- Project monitoring and results reporting capability.
- Ability to network and create consensus for the approach taken and work effectively with diverse stakeholders.
- Understanding and experience of the social risks and opportunities associated with waste collection.
- Understanding and experience of arranging finance for waste management and recycling, including multilateral finance, blended finance and private finance.

4. Approach

The supplier will work closely with DFID officials in London and Accra, the Global Plastic Action Partnership secretariat hosted at the World Economic Forum in Geneva, and Defra officials engaged in the Global Plastic Action Partnership, to design and deliver support to an effective and high-impact pilot partnership in Accra to tackle plastic pollution.

The anticipated outcomes are:

1. Waste management pilot programme established for Accra, informed by best international practice and innovation, with a strategy for future management and financing.
2. Strong partnership established between all key stakeholders, including Government of Ghana, relevant Accra municipal authorities, industry, civil society and financiers.
3. Clear strategy and roadmap established to support implementation of regulatory reforms, development of waste collection and management systems, and related investment in waste management infrastructure.
4. Documentation of lessons to inform and support replication of the approach in other countries and regions.

5. Key Performance Indicators

To be confirmed during initial planning and inception, with potential indicators as follows:

- Active and sustained engagement of key public and private actors in efforts to reduce plastic pollution.
- Strategy and roadmap to delivery improved waste management agreed and owned by key public and private actors.
- Match-funding raised from private sector partners (and government) and progress towards leveraging investment in waste management infrastructure.
- Evidence of contribution from the pilot project to the Global Plastics Action Partnership, including high quality inputs to learn and document lessons and identify opportunities for replication and scaling-up.

6. DFID responsibilities

DFID's responsibilities include:

- Providing access to the relevant information and any data available on plastic pollution
- Quality assurance of all deliverables
- Provision of DFID contact details for key personnel and, where available, key contacts in external organisations.

DFID expects to have unlimited access to data and materials produce by the supplier relating to this contract, in accordance with DFID's general conditions of contract.

7. 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 Delivery Chain Mapping are the actions /activities required to manage regular and exceptional risk throughout the network to reduce exposure and vulnerability.

DFID is expected to report to central government on the levels of contracted work being allocated to SME and other sub-contracted organisations. It is now a requirement to provide details regarding the levels of direct and indirect departmental SME spend with major suppliers to the cross-government SME Small Business Policy team working on this initiative.

DFID is also interested in gathering details of the organisations working within the delivery chains of directly contracted partners. As part of the contractual compliance checking process, suppliers will be required to submit returns providing these details, as a minimum on an annual basis.

8. Protection of Personal Data

In order to comply with GDPR regulations, the Controller and Processor roles will be determined during the initial planning and inception of this contract. The Controller will then be required to complete the Schedule of Processing Personal Data and Data Subject to clearly state the personal data to be processed as part of the contracted services, along with the purpose and means of processing. This must be agreed under a formal contract amendment before any personal data can be processed by the Supplier under this contract.

9. Duration and Mobilisation

The assignment is for up to 12 months, commencing in December 2018 and be completed in November 2019.

Mobilisation will be confirmed during initial planning and inception, with potential initial milestones as follows:

- Mobilisation in December 2018, to be confirmed with the Supplier upon signature of the contract.
- Initial consultation workshop in Accra in December.
- Presentation of initial work plan in January.

10. Payments

The payments will be paid on a "Milestone Payment" basis. Invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to Clause 28.1 of Section 2 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

11. Reporting

The Supplier will provide quarterly reports on progress of pre-approved pilots and outputs to the Government of Ghana, copied into DFID's Climate and Environment Department and DFID Ghana.

12. Recipient

The primary beneficiaries of this project will be the Government of Ghana, as well as companies and civil society organisations working to tackle plastic pollution in Ghana.

13. 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 the current security status of Ghana, based on available Foreign and Commonwealth Office (FCO) advice. An updated risk assessment data on Ghana is available on the FCO website (<https://www.gov.uk/foreign-travel-advice/ghana>). The supplier is expected to update this assessment on a regular basis. Further advice may be provided by UK High Commissions and Embassies.

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

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 prior to deployment.

SUMMARY RISK ASSESSMENT MATRIX

**DFID Overall Project/Intervention
Summary Risk Assessment Matrix**
Project/Intervention title:

Location: Ghana
Date of Assessment: February 2018
Assessing Official: DFID Ghana Corporate Effectiveness (CORE) Team

Theme	DFID Risk score									
	Greater Accra Region	Ashanti	Western	Volta	Brong Ahafo	Northern	Upper East	Upper West	Central	Eastern
OVERALL RATING	2	2	2	2	2	2	2	2	2	2
FCO travel advice	2	2	2	2	2	2	2	2	2	2
Host nation travel advice	FCO Travel Advice									
Transportation	2	2	2	3	3	3	3	3	2	2
Security	2	2	2	2	2	3	3	3	2	2
Civil unrest	1	1	1	2	2	3	3	3	2	2
Violence/crime	2	2	2	2	2	3	3	3	2	2



Department
for International
Development



Espionage	1	1	1	1	1	1	1	1	1	1
Terrorism	1	1	1	1	1	1	1	1	1	1
War	1	1	1	1	1	1	1	1	1	1
Hurricane	1	1	1	1	1	1	1	1	1	1
Earthquake	1	1	1	1	1	1	1	1	1	1
Flood	2	2	2	2	2	2	2	2	2	2
Medical Services	1	2	2	2	2	2	3	3	3	3
Nature of Project/ Intervention	1	1	1	1	1	1	1	1	1	1

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

Click the link below for the latest FCO travel advice. <https://www.gov.uk/foreign-travel-advice/ghana>