

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

To whom it may concern,

Letter of Appointment

This letter of Appointment dated Thursday, 5th August 2021, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	PS21071
From:	Department for Business, Energy & Industrial Strategy (BEIS) of 1 Victoria Street, Westminster, SW1H 0ET ("Customer")
To:	Market & Opinion Research International Limited of 3 Thomas More Square, London, E1W 1YW ("Supplier")

Effective Date:	Friday, 6 th August 2021
Expiry Date:	Thursday, 30 th September 2021

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B;
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Key Individuals:	<div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 2px;"></div>
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Contract Charges (including any applicable discount(s), but excluding VAT):	The Customer shall pay the Supplier the sum of £39,250.00 for delivery of these Services. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.
Insurance Requirements	Insurance (Clause 19 of the Contract Terms) Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £5 million for each individual claim. Additional employers' liability insurance with a minimum limit of £5 million indemnity.

	<p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £2 million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £5 million for each individual claim.</p>
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);
Customer billing address for invoicing:	All invoices should be sent to should be sent to ap@uksbs.co.uk or Billingham (UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF)

GDPR	Please see Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects).
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FORMATION OF CONTRACT

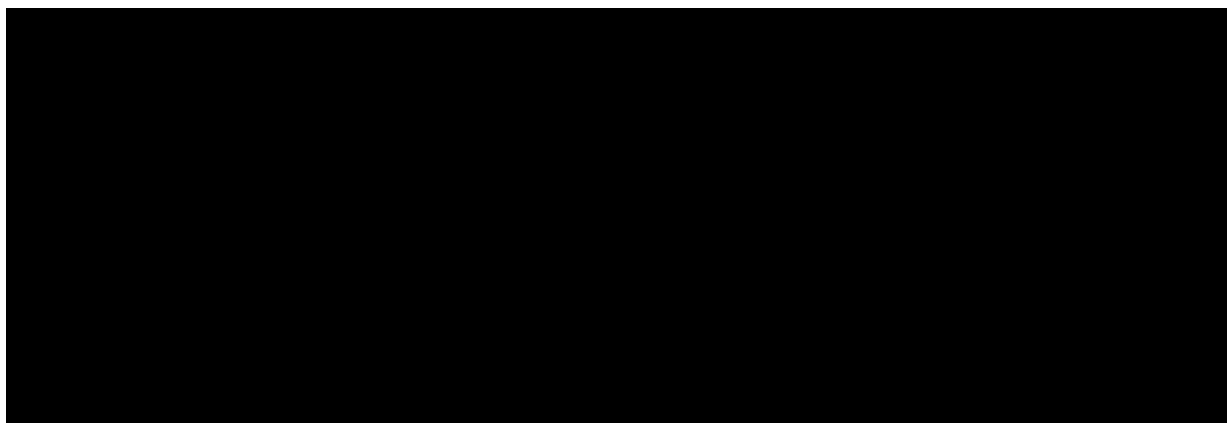
BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:



ANNEX A

Customer Project Specification

Background

Introduction

The Department for Business, Energy, and Industrial Strategy (BEIS) wishes to undertake an evidence review of programmes funded through HMG's International Climate Finance (ICF) and the wider thematic areas of interest to BEIS ICF. ICF is managed by BEIS, Foreign, Commonwealth and Development Office (FCDO) and Department for Environment, Food and Rural Affairs (DEFRA) to help developing countries address the challenges presented by climate change with official development assistance (ODA). The evidence review will focus primarily on programmes funded solely or partly by BEIS.

This invitation to tender is for an evidence review that will synthesise existing robust evidence on the effectiveness of ICF programmes and the latest evidence in areas of focus for BEIS ICF. The evidence will be used to directly inform decisions on spending reviews and to support effective programming.

The evidence review will produce the following outputs:

- A report presenting the evidence, with key findings highlighted and signposting to the original source.
- A report on evidence gaps.
- A presentation of the key findings to ICF.

Background to BEIS International Climate Finance

BEIS's component of the ICF focuses on large-scale climate mitigation programmes in countries where climate mitigation potential is greatest - typically with high or rapidly growing emissions and/or forest countries that play a critical role as major carbon sinks. This draws on BEIS's ownership of and expertise in domestic decarbonisation, clean growth, innovation and green finance and remit as the lead Department on climate change mitigation and the UNFCCC negotiations.

BEIS and predecessor departments have delivered international climate finance since 2008, and BEIS currently has a portfolio of around 35 programmes operating in over 100 countries (see Annex A for a full list of programmes).

Over the period 2016/2017 to 2020/2021 the UK government provided £5.8 billion of ODA through ICF, with BEIS responsible for approximately £2 billion of the overall ICF budget. All ICF programmes have a monitoring framework and annual review as a minimum requirement to fulfil accountability and where there is a requirement for learning, programmes will also have independent evaluations. In addition, BEIS ICF worked with FCDO and Defra at a portfolio level to deliver thematic evaluations. There is now a good collection of research and evaluation evidence from ICF programmes. BEIS would like to make greater use of this evidence on the effectiveness of programmes to inform spending decisions and drive continuous improvements on programme design and delivery to improve outcomes and lead to cost savings. A synthesis of the evidence will facilitate sharing of findings across programmes and within themes.

Thematic areas in BEIS ICF

The programmes in the BEIS ICF portfolio will fall under one or more of the categories below.

Transformational Change

All ICF programmes are designed to be transformational. Transformational Change is ‘change which catalyses further changes’, and ultimately results in a global shift towards low-carbon, sustainable growth in line with Paris temperature targets (e.g. from conventional to lower carbon or more climate-resilient patterns of development), or faster change (e.g. speeding up progress on cutting the rate of deforestation). It can entail a range of simultaneous transformations to political power, social relations, decision-making processes, equitable markets, and technology.

Technical Assistance

Technical assistance is a key component of HMG’s international support under ICF. BEIS uses technical assistance programmes (e.g., UK Partnering Accelerated Carbon Transition) with governments and the private sector, to create an enabling environment through legislation, policies, and piloting.

Private Finance

Several ICF programmes use a range of investment vehicles to demonstrate the viability of investing in low carbon climate resilient technologies in developing countries. They aim to catalyse investment from private financial institutions and thereby stimulate the market for Low Carbon Climate Resilient technologies to achieve a sustainable development model. This work is delivered through both multilateral investment vehicles and bilateral investments between HMG and partner countries.

Innovation

In developing countries some ICF programmes will aim to accelerate the commercialisation of clean technologies to design, plan and deliver lower-cost, flexible clean energy systems. Decarbonise hard-to-abate sectors through Research, Development and Demonstration (RD&D) and support the transition to clean energy systems. Support new innovations in technology and the business models to facilitate technology innovation to allow both poor consumers and enterprises to benefit from new energy supplies, without waste or delay.

Targeted sectoral programmes

A number of ICF programmes focus on transforming and decarbonising sectors critical to achieving Paris goals. Sectors targeted include energy supply and construction. The delivery method for these programmes often encompasses other thematic areas (e.g., technical assistance).

Forests and Land Use

Several ICF programmes are designed to reduce or reverse deforestation and incentivise more sustainable land-use, often in tropical forest countries (e.g., the recently concluded Silvopastoral Systems [SPS] programme). Many of these also support HMG goals around reducing biodiversity loss and employing nature-based solutions. The delivery method for these programmes often encompasses other thematic areas (e.g., technical assistance or private finance).

Carbon Markets

Some ICF programmes aim to support or incentivise carbon markets (compliance and voluntary) in developing countries. The UK’s focus has been on increasing the supply of credits, the market frameworks that help their frictionless trade, and demand issues. Programmes use a variety of instruments to overcome these barriers, but particularly technical assistance and leveraging private finance.

Support to Climate Negotiations

ICF activities helps to demonstrate global leadership on climate change and clean growth, and in making the UK credible interlocutors in climate negotiations. Access to evidence on the effectiveness of ICF programmes will assist to improved UK outcomes in climate-related negotiations.

The Requirement

The requirement is for an evidence review that provides a robust evidence base on which decisions can be made about the future of ICF, the ongoing management of, and the design of ICF programmes. The evidence review will address two **research questions**:

1. What are the key findings and lessons learned from ICF programmes and other notable climate programmes in ICF geographies?
2. What are the evidence gaps where further work could potentially support decision making for ongoing and future ICF programming?

The evidence review will answer the research questions and will provide the following **outputs**:

1. A one-page summary of the key overarching findings.
2. A report covering summarised findings, arranged under categories that emerge from the review, in a format that is easy to incorporate into other documents (e.g., business cases), with references to the original source. This report should be up to 40 pages, with a brief description of the purpose of the document and a brief methodology of the evidence review.
3. An annex with a link to the published documents referenced in the review, with a description of the individual studies.
4. An annex on evidence gaps, up to 10 pages covering areas where there is little or no evidence of good quality.

All outputs should be produced to a standard of publication quality. BEIS will decide which outputs are published.

Methodology

Study selection

The tender should outline the search strategy to be used, what are the inclusion and exclusion criteria and what keywords and phrases will be used in the search. This review is more in line with a rapid review approach, this means the search terms should be focused and sources are not older than 10 years. The Contractor will outline any specialist software to be used and its suitability for this review.

Study selection should prioritise BEIS published evaluations (see annex A). Studies from the [Climate Investment Fund Evaluation and Learning Initiative](#) and the [Green Climate Fund Independent Evaluation Unit](#) should also be prioritised. The Contractor will specify which databases and institutional websites will be used to search for further literature. The Contractor will outline their approach to study selection, including how evidence sources will be critically appraised to ensure studies are relevant and that their findings are reliable. It is expected that the process used to assess evidence quality will consider the FCDO guide [Assessing the Strength of Evidence](#).

It is envisaged most literature will be in English, however non-English sources translated into English are in scope of the evidence review.

Before commencing the review, the Contractor will be required to agree with BEIS the approach to study selection. Only once this agreement is made, will BEIS authorise the Contractor to proceed with the evidence review. It is expected that the Contractor will produce a short methodology, based on their tender proposal and following an initial kick off discussion with BEIS, consultation (through a workshop or one-to-one interviews) with a selection of ICF staff utilising the evidence review and, any follow up discussions and present this to BEIS within three weeks of the contract commencement.

Another key review point with BEIS will be when the studies in the review have been described, and a decision is required from BEIS about which studies will be included in the final synthesis. If there are insufficient or too many studies that are found to be relevant, a decision in consultation with BEIS may need to be taken on how to progress, whether to narrow or widen the search criteria.

If BEIS and the Contractor are unable to come to an agreement in the above review stages, then BEIS reserves the right to end the Contract at that point following submission of all outputs (draft and or final) produced by the Contractor to date, which will be formalised through Contract variation.

Reporting the findings

The synthesis of findings should answer the review questions and enable conclusions to be drawn. The review findings should be synthesised interpreting findings and pulling out the most significant conclusions. It is suggested the final analysis should be summarised and presented by relevant categories that emerge from the review. Categories could be by intervention type, study quality or outcomes. The Contractor will detail the approach to synthesis in their tender submission, which itself will form an annex of the final contract, and this should particularly detail the approach to weighing up evidence, including how seemingly contradictory evidence, or where the strength/quality of evidence against a theme varies, how such cases will be treated.

The type of information most relevant to BEIS is:

- For strategic thinking, to draw on evidence of ICF's role in transformational change, in energy transition, decarbonisation, carbon markets, innovation, through large funds, and how ICF activities have supported climate negotiations. Which types of interventions have been effective and in what context? Which areas need further investment? Does the evidence show different instruments as natural areas of strength for ICF?
- For programme managers, the need for existing evidence is particularly useful when writing concept notes and business cases for new or extending current programmes. The ability to be able to easily locate existing evidence by sector, type of intervention, by country or other categories, so that programme managers are guided in the right direction.
- For Analysts to support strategic thinking and programme managers, as described above, to use the evidence to design monitoring and evaluation that builds on the existing knowledge and fills evidence gaps. Analysts will use the findings to evidence assumptions in theories of change (BEIS will share the ICF theory of change with the successful contractor).

The Contractor will have the opportunity to speak to different users of the evidence to better understand their requirements. This could be through a workshop or a series of interviews.

A presentation will be required of the evidence review findings, including the evidence gaps. This will be aimed primarily at ICF programme managers and analysts, and will include Q&A. This is expected to occur in September 2021.

Working Arrangements

We envisage the need for close interaction between the BEIS Project Manager and Contractor throughout the process, to ensure that emerging issues are dealt with promptly and that BEIS fully understands the assumptions and approach taken. The Contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. To ensure that the project runs smoothly and that there is effective scrutiny oversight and quality assurance the evidence review will be managed by a single BEIS project manager who will be the central point of contact.

The BEIS project manager, and Contractor point of contact will undertake regular and frequent online catch-up meetings to address emerging issues and review progress.

BEIS will commonly provide two rounds of comments on reports before final reports are agreed. This should be considered in any timetable. In terms of process to be used for collating BEIS' comments, we expect to form a steering committee of BEIS staff, which will review the outputs (and with inputs from others). Comments will then be collated and prioritised by the BEIS project manager. As is normal with BEIS projects, in the event of conflicting comments from internal stakeholders, it will be the responsibility of BEIS' project manager to make the final decision on what comments the Contractor should address.

All research tools and methodologies will need to be agreed by BEIS prior to their utilisation in delivering the evidence review. If quality standards are not met or if BEIS considers that the deliverables have not been met, BEIS reserves the right to require additional drafts.

The Contractor shall commit to being fully prepared in the event any decision made to scale up (increase) or scale down (decrease) the scope of the project, subject to the amendments continuing to meet the objectives of this project and compliance with the [Public Contracts Regulation 2015](#). Sufficient lead-in time will be provided and discussed with the Contractor if these changes to the requirement take place.

Invoicing Arrangements

When invoicing, Contractors should provide a full and detailed breakdown of costs. This should include staff (and day rate) allocated to specific tasks.

Payments will be linked to delivery of key milestones. The indicative milestones and phasing of payments will be included in the Contractor's tender submission.

BEIS aims to pay all correctly and uncontested submitted invoices and following approval of deliverables, as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest.

Performance Management

Performance of the Contractor will be assessed against the tasks as set out in this Specification measured (using a Red, Amber, Green scale) against:

- a. Quality – the strength of the methodological approach and application of this throughout the evidence review. We would not expect to undertake more than two (2) reviews of draft deliverables before agreeing a final version, and only have relatively immaterial comments on the second draft.
- b. Accessibility – the presentation of the findings in a way that is succinct and accessible to the desired audience, as judged by BEIS.
- c. Timeliness - the timely submission of requested outputs, judged on whether deliverables are submitted on time (according to contract milestones) and extent of any delays.
- d. Accuracy – the detail within the reports as well as the number of outputs that are error free (inaccuracies in evidence, analysis and report text and formatting).

Assessment of performance will be managed by the BEIS project manager and will occur prior to the expected receipt of an invoice to BEIS sent by the Contractor. Where a score of Amber or Red occurs, BEIS may reasonably delay payment until performance has been rectified. Where a Red score has been given, the Contractor is to provide, at its own cost, a short rectification plan detailing measures it will undertake to improve performance so that a Red score is prevented from occurring again in the future.

If the Contractor were to be awarded Red scores in one or more assessment criteria listed above in consecutive invoicing periods for measures within their control, BEIS may consider this to be a material breach of the Contract.

GENDER EQUALITY

The Contractor will ensure that it considers promotion of gender equality¹ in the delivery of this project with practical and demonstrable measures to report against this objective. This is not limited to its own internal processes and strategies, but how the outputs of this project will deliver on this principle.

Required Skills

The Contractor is required to detail the skills and expertise provided by each member of the proposed project team to meet the requirements. This will be included as part of the tender submission and will form part of the final Contract.

The following skills are considered particularly important for this work:

- Prior knowledge of international climate finance in ICF target geographies.
- Searching for research
- Designing a coding tool
- Access to topic area knowledge
- Understanding / interpreting research

¹ See <https://www.gov.uk/government/publications/dfid-strategic-vision-for-gender-equality-her-potential-our-future>

- Project management
- Information management
- Assessing the quality of research studies
- Research analysis / synthesis
- Writing-up / communicating findings to users.

Contractors will identify named members of the project team and include the tasks and responsibilities of each team member as part of a project plan. This should be clearly linked to the work programme, indicating the grade/ seniority of staff and number of days allocated to specific tasks.

The Contractor will identify the individual(s) who will be responsible for:

- Managing the project
- Conducting analysis
- Writing reports

Timetable

This is a summary of the timetable that applies to this procurement. The Department reserves the right to alter this timetable by notice to tender.

Event	Date and Time
Contract start date	Week commencing 26 July
Kick-off meeting to agree and finalise approach to the study	Week commencing 26 July
Draft final reports	Late August
Final reports + Presentation due	September
Contract End Date	End of September

BEIS reserves the right to extend the contract duration if a change is required to the proposed final report and presentation date. An extension is permitted to accommodate this change and/or any pre agreed timeline or scope changes

ANNEX B

Supplier Proposal