INVITATION TO TENDER (ITT) INSTRUCTIONS

Contract Title: Pay-as-you-chill cold chain solutions in Zambia

Contract No.: 2019/ 11356/ 01
Dear Sir or Madam,

1. The Pay-as-you-chill cold chain solutions in Zambia pilot, as part of the IMC Worldwide-managed Frontier Technology Livestreaming Programme, invites you to submit a tender for the above-named requirement in accordance with this Invitation to Tender (ITT) Pack.

2. This is an ITT for a one-stage, open tendering process, which, if successful, will result in the signing of a contract to implement the Pay-as-you-go cold chain in Zambia project.

3. Both individual organisations as well as consortia of multiple organisations are invited to submit tenders.

4. The ITT has been advertised in the following media and to the following recipients:
   - The Medium page of Frontier Technology Livestreaming;
   - Connections to existing DFID Programmes (mailing lists)

5. The enclosed ITT Pack includes Volumes 1 to 4 as detailed below:
   - Section 1 - ITT Instructions
   - Section 2 - Scoring Methodology and Evaluation Criteria
   - Section 3 - Terms of Reference
   - Section 4 - Notes from supplier engagement meeting
   - Section 5 - Questions and answers to ITT

6. A timetable of the Key stages:
   - Submission Deadline: 8th August 2019, at 23:59 UK time
   - Week for potential interviews of tenderers: Week commencing 12th August 2019
   - Provisional Selection of a Preferred Tender: Week commencing 19th August 2019
   - Mobilisation date: Week commencing 26th August 2019

   Your Tender must be submitted to the Procurement Contact named below in accordance with the enclosed ITT Instructions.

7. Tenders must be received by 23:59 UK time, on 8th August 2019. Tenders received after the due time and date will not be read.

8. All contact with IMC Worldwide relating to this ITT must be made through the Procurement Contact.

Yours faithfully,

Bryony Everett
Director, Global Programmes
IMC Worldwide
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SECTION 1: INSTRUCTIONS FOR SUBMITTING A TENDER

1. Introduction
This proposal process and any resulting contract for the Services will:

- be governed by and construed in accordance with the law of England and Wales and will be written in the English language;
- state the period during which the Services are to be performed;
- nominate specific key personnel and fees;
- include the original Terms of Reference and supplementary information modified to incorporate any agreed revisions;
- Any contract placed as a result of this ITT will be subject to the Form of Services Agreement at Appendix 2, in addition to any conditions specified in this ITT. By submitting a proposal in response to this RFP, the bidder is confirming acceptance of the terms of the ITT.

2. IMC Contact Point and Enquiries
Please address any inquiries via email to ftlenquiries@imcworldwide.com.

3. Tenderer Contact Point
Tenderers must provide a single point of contact in their organisation for all correspondence relating to this ITT. IMC shall not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake to notify any changes relating to the nominated contact promptly.

4. Format of Your Tender
Your tender should be submitted in English and set out in three main parts:

- Part A – Executive Summary
- Part B - General and Technical proposal
- Part C – Commercial Tender

Parts A & B must be submitted together in one document, and Part C must be a separate document, to enable Technical and Commercial Tenders to be evaluated independently. Price information must not be included in Part A or B. The two documents may be submitted simultaneously by email. No publicity material is required.

5. Part A – Executive Summary
This should provide a brief overview of your tender, cross referencing with key areas of the Part B (General and Technical Tender), including how you intend to achieve the deliverables and your assessment of the resources required.
6. **Part B – General and Technical Tender**

Your General and Technical Tender should be structured in 3 sections:

- **Section 1** Any Qualifications to the Terms of Reference.
- **Section 2** Technical Response.
- **Section 3** Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, Conflict of Interest.

Please note that the specific guidance on providing a high-level approach and detailed plan for the only the first Sprint, as described in “Section 2: Terms of Reference” below.

7. **Part C – Commercial Tender**

7.1 All prices proposed for the first Sprint must apply for the duration of the Contract and priced in Pound Sterling (GBP). Please note that the burden of exchange rate fluctuations lies with the supplier, who will be expected to absorb the impact of these.

7.2 Your Commercial Tender must include:

   a. Description of work to be undertaken for the first Sprint
   b. Number of days per task by proposed team member for the first Sprint
   c. Fee rates for all proposed team members (inclusive of all overheads) for the first Sprint
   d. Itemised expenses for the first Sprint
   e. Total amounts for the first Sprint

8. **Nominated Personnel**

You must:

   a. Confirm that all personnel will be available to provide the required services for the duration of the Contract.
   b. Give the name of their employer, clearly state if self-employed or if any of the personnel is not a member of the Tenderer’s staff.

9. **Packaging and Delivery of Tenders**

Your tender must be submitted via email to ftlenquiries@imcworldwide.com. This should be submitted in two documents – one for the Technical Tender (Parts A & B) and another for the Commercial Tender (Part C). These should each contain a single file, in PDF format, and must not exceed 10MB in size. All tender documents should be provided on A4 pages and Arial Font 10.

Tenderers must also comply with the following requirements:
• The Technical Tender (Part A & B inclusive) must not exceed 20 A4 sides (exclusive of CVs).
• The Commercial Tender must not exceed 10 A4 sides including budget details.

Tenders must be sent by 23:59 hours, UK time, on 8th July 2019. Late tenders will not be accepted in any circumstance.

Corporate background and promotional material should not be submitted as part of this process and tenderers are instructed that the largest part of the submission should be focused on the detail of their solution.

10. Conflict of Interest

Tenderers must disclose in their Tender any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this Contract. This also applies to any subcontractors proposed by the Tenderer. Where Tenderers identify any potential conflicts they should state how they intend to avoid such conflicts. IMC reserves the right to reject any Tender which, in IMC’s opinion, gives rise, or could potentially give rise to, a Conflict of Interest.

11. Disclosures

11.1 The Tenderer must disclose:

a) If they or any of the Tenderer’s sub-contractors:

• are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
• has been convicted of any offence concerning professional misconduct.
• has not fulfilled any obligations relating to the payment of social security contributions.

b) If they or any of the Tenderer’s sub-contractors have been convicted of, or are the subject of any proceedings, relating to:

• participation in criminal organisation.
• corruption including the offence of bribery.
• fraud including theft, and not fulfilling any obligations relating to payment of taxes.
• money laundering.

c) If they or any of the Tenderer’s sub-contractors are, or have reason to believe that they may have been, or are subject of any proceedings, that may be listed by the World Bank in its ‘Listings of Ineligible Firms” or “Listings of Firms, Letters of Reprimand’ posted at http://www.worldbank.org or on any similar list maintained by any other donor of development funding, or any contracting authority.

11.2 Disclosure extends to any company in the same group of the Tenderer (including but not limited to parent, subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the Tenderer is associated in respect of this Tender).

11.3 Where any misconduct or complaint is disclosed, it will be assessed by IMC as to whether the
Tenderer should be excluded from this ITT. Mandatory exclusion for certain categories under the requirements of the Public Contracts Regulations will be applied where appropriate. IMC may seek additional information from the Tenderer or other competent authorities where IMC deems it necessary in order to make a decision on eligibility.

12. Collusive Behaviour

12.1 Any Tenderer who:
   a. fixes or adjusts the amount of their Tender by or in accordance with any agreement or arrangement with any other party; or
   b. communicates to any party other than DFID or, the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
   c. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
   d. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
   e. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,
   f. shall (without prejudice to any other civil remedies available to DFID and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified. Tenderers are required to sign and return the Declaration of Non-Canvassing and Non-Collusive Tendering provided at Appendix I.

13. Confidentiality

13.1 All material issued in connection with this ITT shall remain the property of IMC Worldwide, Frontier Technology Livestreaming, and DFID and shall be used only for the purpose of this procurement exercise. All information provided shall be either returned to DFID or securely destroyed by unsuccessful Tenderer’s at the conclusion of the procurement exercise.

13.2 The contents of this ITT are being made available by IMC Worldwide on condition that:
   a. Tenderers shall at all times treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain;
   b. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
   c. Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
   d. Tenderers shall not undertake any publicity activity in connection with this ITT within any section of the media.
   a. Tenderers may disclose, distribute or pass any of the information to the Tenderer’s advisers, sub-
14. Right to Cancel, Clarify or Vary the Process

14.1 Neither IMC Worldwide, Frontier Technology Livestreaming, nor DFID shall not be committed to any course of action as a result of:
   a. issuing this ITT or any invitation to participate in this procurement exercise;
   b. communicating with a Tenderer or a Tenderer’s representatives in respect of this procurement exercise; or
   c. any other communication between IMC Worldwide, Frontier Technology Livestreaming, DFID and any other party.

14.2 By taking part in this competitive exercise, Tenderers accept that IMC Worldwide, Frontier Technology Livestreaming, and DFID shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.

15. Costs of the ITT

Tenderers will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this ITT. This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to this ITT by IMC Worldwide at any time. For the avoidance of doubt, IMC Worldwide, Frontier Technology Livestreaming, and DFID shall have no liability whatsoever to respondents for the costs of any amendments, changes, discussions or communications.

16. IMC Worldwide’s Treatment of Your Tender

When you submit a Tender, we will:
   a. Ensure Tenders are registered upon receipt and held securely until after the deadline for receipt of tenders.
   b. Exclude Tenders received after the time and deadline for receipt of tenders.
   c. At our sole and absolute discretion disqualify any non-compliant Tenders (i.e. Tenders failing to meet the terms of these instructions) received. The commercial details of such Tenders will be recorded and marked as disqualified.
   d. Ensure that all tenders are evaluated objectively, in line with the evaluation criteria specified in this ITT pack (Volume 1). During evaluation of the Tenders, IMC Worldwide may, at its discretion, ask any Tenderer for a clarification of its Tender. [The request for clarification and the response shall be in writing].
   e. Tenderers may be invited to present their proposals to FTL.

17. Duty of Care and Supplier Capability Assessment

17.1 All Supplier Personnel (including their employees, sub-contractors or agents) engaged under a DFID contract will come under the Duty of Care of the lead Supplier. The Supplier is responsible for the safety and well-being of their Personnel and any Third Parties affected by their activities, including
appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property.

17.2 Suppliers must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the Supplier has been contracted to deliver (if successful in being awarded the contract).

17.3 IMC Worldwide will not award a contract to a Supplier who cannot demonstrate that they are willing to accept and have the capability to manage their DoC responsibilities in relation to the specific procurement.

18. IMC Worldwide Code of Ethics

18.1 All interested parties are required to read, understand and comply with IMC’s mandatory policies as may be amended from time to time on Business Ethics (which includes IMC’s approach to Conflict of Interest), Social Media, Environment Management, Data Protection, Anti-Harassment and Bullying, Anti-Slavery and Human Trafficking, Whistleblowing, Gifts and Hospitality, Occupational Health and Safety, Safeguarding, Quality and Privacy Policy. These mandatory policies shall be accessed via the IMC website at: http://www.imcworldwide.com/policies/.
SECTION 2 TERMS OF REFERENCE

Terms of Reference for Pay-as-you-chill cold chain solutions in Zambia

1. Frontier Technology Livestreaming

Frontier Technology Livestreaming (FTL) is a three-year UK-Aid funded programme designed to help the Department for International Development (DFID) apply frontier technologies to the biggest challenges in development. FTL enables this by supporting 16 pilots that receive three forms of assistance: Up to £90k of funding to pilot new solutions, matchmaking of DFID staff and their challenges with innovators and entrepreneurs, and support to work in new, agile ways. Pilot projects will then generate in-field action learning experience and evidence on the use of Frontier Technologies in DFID priority applications, while at the same time strengthening the ecosystem of innovators working on development applications of new technologies. More information about FTL is available on the Medium page of the programme, https://medium.com/frontier-technology-livestreaming.

FTL selected this pilot as part of its fourth cohort of approved projects. The project was approved for support in January 2019 and has undergone a Scoping and Design phase in Q1 and Q2 of 2019.

2. Pay-as-you-chill cold chain solutions in Zambia – Project overview

Crop wastage in rural Africa is consistently measured at up to 40% and constitutes a significant loss of productivity, water resources and income potential. It also undermines food security and increases prices for many of the most vulnerable. Simultaneously it limits the ability of small-holder farmers, who dominate the economy in Zambia, to grow into more profitable market-based activity, especially those that are distant from urban markets or other centres of consumption.

Cold chain solutions have long been recognised as a means of increasing agricultural productivity and raising livelihoods and supporting more robust business creation. For small-holder farmers, current cold chain solutions tend to be too large and/or costly to suit their needs (and in most cases are simply not existent). To be viable, a cold chain solution for these smaller operators requires not just a technological solution that is state-of-the-art but also a business model that crowds in many smaller users and allows them take storage space on a flexible and variable basis - a pay-as-you-go model for cold chain that is available where they need it and provided on a utility-like basis – in particular, near their fields and villages where they produce and in the urban centres and marketplaces where they take their produce for sale.

The scoping and design of this project has been conducted in Q1 and Q2 of 2019. During this period, the FTL team collaborated with the DFID pilot owner and other staff to better understand the challenges involved in the pilot. Having gained a deeper understanding of the problem of cold chain solutions in Zambia and the relevant context, the team pilot is now issuing this ITT to select a supplier or consortium to deliver the pilot.

3. Summary of the pilot

The goal of the Pay-as-you-chill cold chain solution in Zambia pilot is to create a sustainable, scalable “payment in increments” (also known as Pay-as-you-go or lease-to-own) business model for cold chain solutions targeted at smallholder farming communities. This will utilise refrigerated shipping containers as the default technology around which a business model is built.

It is envisioned that this pilot will be characterised by the following elements:
● **Business model:** The pilot could opt for either a lease, rent or ownership model of refrigerated shipping containers. However, we are seeking the implementer to build the business model around a **pay-as-you-go model** for the final users of this technology.

● **Energy source:** The proposed pilot will encourage all interested parties to ensure a steady and reliable energy source for the containers. The initiative is open to both on-grid solutions and different options if a strong case is built for an off-grid or mixed energy source option which can be delivered within the pilot timeframes.

● **Value chain:** The implementers can pick from the following one or more options a preferred value chain: a) Fisheries, b) Horticulture, c) Livestock, and d) Dairy. We will expect the interested parties to provide an argument on why they have decided for one value chain over the rest. Moreover, as part of the technical proposal we expect a detailed understanding of the value add the selected value chain might have, as well as the possible challenges.

● **Point in Supply Chain:** The pilot is open for the interested parties to detail at what point of the supply chain they plan to test this technology. This could be at a commercial farmer level, at the transportation stage, at a market level or smallholder level. It is important for the interested parties to establish in their value proposition the justification for the selected supply chain point. It is worth mentioning, that the pilot is open for a combination of the above-mentioned supply chain points if considered appropriate.

● **Regional focus:** The proposed pilot does not have any specific regional focus within Zambia. We will expect that any potential will seek to include in their proposal a preferred geographical location where this pilot will be implemented. The FTL team believes that the energy source and value chain will have a key role in determining where the regional focus will be. Moreover, we encourage interested parties to take into account their connections in the area.

● **Quality:** The pilot will seek to enable the cold chain solutions to have a minimum standard of quality and durability. This initiative does not seek to promote the use of poor-quality products that quickly become unusable and might jeopardise the livelihoods of a vulnerable smallholder farmer community. FTL believes that cold chain solutions with long lifespans and durability will deliver greater ongoing benefits to beneficiaries, and thus any business model proposed should enable the ownership of these. Moreover, it is believed that any potential must also propose products accompanied by relevant warranties and monitoring systems.

● **Maintenance:** In order for any business model to be sustainable, it is envisioned that there must be a robust maintenance component that will also be enabled by the proposed business model.

Aside from these parameters, the FTL team is open to numerous approaches that may be proposed by potential tenderers. Some of the elements the evaluation team is agnostic to are:

● **Choice of technology supplier:** the FTL team can either support in the identification of a technology supplier for shipping containers with refrigeration, or tenderers may propose themselves or another organisation as the supplier.
● **Usage of additional technologies:** Tenderers are allowed to propose approaches that do or do not use additional technologies to refrigerated shipping containers. The FTL team has considered whether the following technologies may be suitable for this pilot: Mobile money, and/or Global Positioning System (GPS) technology, off grid energy, and/or machine learning. Tenderers may propose solutions that use any combination (or none) of these technologies.

● **Target market segments:** Tenderers may focus on any single or combination of particular market segments. As part of this, we expect any potential implementer to acknowledge in their proposal a thorough understanding on the intended and unintended consequences of this pilot and possible mitigation measures for any unintended consequence that might affect the livelihoods of the vulnerable communities this pilot way influence.

While the FTL team does not have a particular preference with regards to these elements, tenderers’ proposed approaches should clearly address why they have elected to focus on particular market segments and technologies.

4. **Budget**

The maximum funding amount available for the contract is £90,000. This is irrespective of the budget proposed for just the first Sprint (described in the “working in ‘Sprints’ section below) but bidders must confirm that the total pilot budget should be adequate to achieve the long-term vision described below. Bids above the maximum amount will not be considered.

FTL welcome submissions from suppliers that can propose match funding to the project – through either monetary or in-kind commitment. Additionally, FTL welcomes proposals that exploit open source solutions.

**Working in “Sprints.”**

The implementation of all FTL pilots, including the Pay-as-you-go cold chain in Zambia, are structured in phases of work called Sprints. Sprints are periods of activity during which implementing teams focus on proving, disproving, or qualifying the most critical beliefs and assumptions related to delivering the desired goal of the pilot. At the end of each Sprint, implementing teams are empowered to reflect on their experiences and learning before proposing how subsequent Sprints should be planned and implemented.

Therefore, the technical approach in Part A and B, potential tenderers are asked to submit two elements:

● First, they should describe what they perceive their long-term vision of how they believe their approach will lead to the creation of a sustainable, scalable “payment in increments” (also known as Pay-as-you-go or lease-to-own) business model, within the scope and budget of this pilot.

● Second, they should propose a detailed plan for **just the first Sprint of work** that includes:

  ○ An explanation of how the first Sprint aligns with and supports the longer-term vision described above;
  ○ A detailed description of the activities to be undertaken and outputs to be produced during the first Sprint;
  ○ A detailed budget for the first Sprint of work, complete with a breakdown of the individuals who
will be employed, including the number of days they will be employed for and their daily fee rates, in addition to expenses;

- A total budget for just the first Sprint of work that does not exceed £40,000 in value. Tenderers are invited to submit Sprint plans below £40,000. No scoring preference will be given to tenderers proposing particular budget levels for the first Sprint and the maximum total budget for the pilot is £90,000, irrespective of the budget proposed for the first Sprint;
- Detailed Curriculum Vitae (CVs) for the individuals proposed for the first Sprint;
- A list of the most critical beliefs and assumptions that the first Sprint of work will attempt to test and an explanation for why they believe these should be prioritised;
- The learning they believe will be generated by the first Sprint, as well as an explanation of how these relate to the most critical beliefs and assumptions to be tested and how they may inform the approach to the wider pilot.

While tenderers are only asked to provide a detailed approach for the first Sprint, it is expected that they will have access to individuals and resources needed to deliver the entire long-term vision described above. Following the completion of each Sprint of work, the implementing team will reflect on the work done during this period and then collaborate with the management team of FTL to determine how to proceed subsequently.

1. Contractual Arrangements

- A call-down contract will be issued from 26th August, 2019 until 1st October, 2020.
- The contract will be held between the implementing agent (or consortium) and IMC Worldwide.
- Payment for services will be made in Great British Pounds Sterling (GBP).
- The implementing agent entering into contract with IMC Worldwide will be expected to have a dedicated bank account to use exclusively to support its work on this engagement.
- The implementing agent will undertake close collaboration with FTL to complete Sprint Plans, short summaries of the proposed plan for the upcoming “Sprint”; as well as Sprint Results, short summaries of the results and learnings from the previous “Sprint”;
- “Sprint,” letters will be issued to the supplier outlining the agreed work plan and budget for the sprint period.
- Payment will be made upon the successful completion of these “Sprints”;
- There will be formal break points in the contract at the end of every “Sprint,” whereupon either party can withdraw;
- At the end of each “Sprint,” the implementing agent will be required to share their learning from the completed “Sprint” via FTL’s Medium Publication;
- At the start of each “Sprint,” the management team of FTL will review proposed budgets and the individuals to be engaged to ensure that they provide adequate Value for Money (VfM) for the programme and for DFID;
- The implementing agent will be required to work with the Research team from the FTL consortium on an as-needed basis to provide information which will inform a two-page case study to be published shortly following the completion of the contract;

2. Duration / Timeframe

The Project duration will be 18 months from the issue of the contract, and will terminate prior to the completion of the project, (estimated to be on 1st October, 2020) and depending on satisfactory completion of the “Sprints”.
3. Management / Reporting

The implementing agent will report directly to the Team Leader and Programme Manager of FTL, who will be working in collaboration with the DFID Zambia Project Owner. The organisation will also be required to feed into Management Reports, DFID Annual and Quarterly Reviews, and other reports as needed.
SECTION 3: SCORING METHODOLOGY AND EVALUATION CRITERIA

1. Technical Evaluation

The Evaluation Team will apply the following scoring methodology:

<table>
<thead>
<tr>
<th>Score Key</th>
<th>Excellent</th>
<th>Strong</th>
<th>Good</th>
<th>Acceptable</th>
<th>Weak</th>
<th>Poor</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Provides strong responses and adds value to the programme with clear additional benefits and improves on targeted outcomes and benefits.</td>
<td>Clear and unambiguous response demonstrating deep understanding of the requirement with significant and achievable quantifiable benefits.</td>
<td>Relevant response demonstrating understanding of all the issues of the requirement with some achievable quantifiable benefits.</td>
<td>Acceptable response demonstrating a broad understanding of the requirement but lacks some detail on how the requirement will be fully met.</td>
<td>Partially relevant response addressing some aspects of the requirement but lacks detail on how the requirement will be met.</td>
<td>Response has little relevance addressing very few aspects of the requirement.</td>
<td>No response or response completely fails to meet the requirement.</td>
</tr>
</tbody>
</table>

The above scoring methodology will be applied to each of the Sub Criteria detailed on the table below. The Total Score for each Sub Criteria will comprise of the score awarded (0 to 6) multiplied by the weighting allocated to each Sub Criteria.

2. Commercial Evaluation

Tenderers should aim to demonstrate within the Commercial Tender that their overall Tender offers the best mix of quality and effectiveness for the least outlay over the period. The Commercial Tender should be clear on whole life costs over the duration of the first Sprint alone, detailing all cost elements for example: fee and expenses structure, and management & operating costs.

Please note the company /organisation is liable to pay his/her income tax for the payment received against this contract to all relevant local authorities. IMC Worldwide will hold no liability if the person / organisation fails to do so.

3. Clarification Meeting/Presentation

Bidders may be invited to a clarification meeting/presentation if there is no clear winner following the evaluation of tenders. This is to enable evaluators to ask bidders to explain/clarify their tender. This meeting/presentation will be scheduled and communicated to the bidders who are to be invited to the presentation meeting giving them 1 week to prepare for the presentation. It is critical that proposed team members, including the team leader and those responsible for compiling the tender are in attendance. If a clarification meeting/presentation takes place, evaluators will revisit their original scores and decide whether scores and comments should be adjusted.
4. Evaluation Criteria

4.1 Mandatory Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please complete the Letter and Declaration to Accompany Tenders and the</td>
<td></td>
</tr>
<tr>
<td>Declaration of Non-Canvassing and Non-Collusive Tendering provided in</td>
<td></td>
</tr>
<tr>
<td>Appendix 1.</td>
<td></td>
</tr>
<tr>
<td>Review and accept the terms of Service Agreement in Appendix 2.</td>
<td></td>
</tr>
</tbody>
</table>

4.2 Variable Criteria

Representatives from the Programme Team and the Procurement Group have formed a panel to evaluate the tender responses and any subsequent product evaluations. A weighting process has been applied to all relevant questions listed below and your compliance to the DFID’s Standard Terms and Conditions. The evaluation of offers will be based upon the most economically advantageous tender (MEAT) for the services taking into consideration the criteria and weightings that will be applied to this ITT, which are detailed in the following table:

<table>
<thead>
<tr>
<th>Technical Criterion</th>
<th>Weighting</th>
<th>Score</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Technical approach</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long-term vision for the pilot that convincingly details the proposed implementation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>in coherent “Sprints” of work, and outlines how the solution will become self-</td>
<td>15</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>sustaining and scalable.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strength of plan for the first Sprint of work</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) Skills and experience of key proposed personnel ‘for the first Sprint of work in’</td>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Working with customers in Zambian value chain(s) proposed in the technical</td>
<td></td>
<td>15</td>
<td></td>
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<tr>
<td>methodology</td>
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<td>Technolog(y)ies proposed in the technical methodology</td>
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<td>15</td>
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<td>Agricultural supply chains, from post-harvest through to sale</td>
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<td>Working in lean methodology</td>
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<th>Weighting</th>
<th>Score</th>
<th>Total Score</th>
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<td></td>
</tr>
<tr>
<td>TOTAL</td>
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The total score will be the product of the weighting of the criteria and the score assigned for that particular criterion.

APPENDIX 1: Declaration of Non-Canvassing and Non-Collusive Tendering
Declaration of Non-Canvassing and Non-Collusive Tendering

The essence of the public procurement process is that the Contracting Authority shall receive bona fide competitive Tenders from all Tenderers.

We, the undersigned, hereby certify that this is a bona fide Tender and we have not nor has any other member of our supply chain:

1) Entered into any agreement with any other person with the aim of preventing Tenders being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender is made whether in respect of this ITT; or
2) Inform any other person of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations for the preparation of the Tender, insurance, performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the Tender; or
3) Caused or induced any person to enter into such an agreement as is mentioned in Para 1 above; or
4) Committed any offence under the Bribery Act 2010 or;
5) Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing to be done in relation to any other Tender for this ITT; or
6) Canvassed any other persons in connection with this Tender; or
7) Communicated directly with any IMC Worldwide personnel involved in work directly concerning this ITT, other than the named IMC Worldwide Contract Officer (provided in the ITT Covering Letter). This includes any aspect of the ITT (without limitation) for the purpose of soliciting information or the transfer of related personnel into the employment of the Tenderer.
8) We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return Tender (as detailed in the ITT Covering letter).

In this certificate, the word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

Signed on behalf of [ ] ..................................................................................

Name........................................Title.................................................................
APPENDIX 2: IMC Form of Services Agreement
DATED

----- DATE -----

SUBCONTRACT AGREEMENT

between

IMC WORLDWIDE LIMITED

and

SUBCONTRACTOR NAME
SECTION 1: BACKGROUND, CONTRACT DATA, BASIS OF AGREEMENT AND SIGNATURES

IMC has entered or intends to enter into an agreement (the Main Contract, as defined in clause 1.1) under which IMC agrees to supply certain services to the Client (as defined in clause 1.1) in connection with the Project (as defined in clause 1.1).

The Subcontractor is to supply all the services specified in the Subcontract Scope of Work (as defined in clause 1.1), on a "back-to-back" basis with IMC, and in accordance with the provisions set out in this agreement.

**CONTRACT DATA**

<table>
<thead>
<tr>
<th>Date and Reference of Subcontractor Proposal/Bid/Tender</th>
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<td>This Agreement is dated</td>
<td>DATE</td>
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<tr>
<td>Total value of Subcontract Agreement</td>
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**Parties - IMC**

| IMC                                      | IMC WORLDWIDE LIMITED |
| IMC country of incorporation and registration | England and Wales     |
| Company number                             | 02651349              |
| IMC address                                | 64-68 London Road, Redhill, Surrey RH1 1LG |
| IMC Representative                         | Bryony Everett        |
| IMC Representative phone number            | +44 (0)1737 231400    |
| IMC Representative email address           | Bryony.everett@imcworldwide.com |

**Parties - Subcontractor**

| Subcontractor                             | SUBCONTRACTOR NAME |
| Subcontractor country of incorporation and registration |  |
| Subcontractor address                      |  |
| Subcontractor Representative               |  |
| Subcontractor Representative phone number  |  |
| Subcontractor Representative email address |  |
| Subcontractor Key personnel                |  |

**Client**

<table>
<thead>
<tr>
<th>Client Name</th>
<th></th>
</tr>
</thead>
</table>

**Project Name**

| Frontier Technologies Livestreaming |

**IMC Project Number**

| 11144 - 185 |

**Services Start date**

|  |

**Services Completion date**

|  |
NOW IT IS HEREBY AGreed AS FOLLOWs

1 In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions in section 2 of this agreement.

2 The following shall be deemed to form and be read and construed as part of this agreement:

- Section 1 – Background, Contract Data, Basis of Agreement and Signatures
- Section 2 – Conditions
- Schedule 1 – Subcontract Scope of Work
- Schedule 2 - Fees and Expenses
- Schedule 3 – Particulars
- Schedule 4 – Alterations to Main Contract
- Schedule 5 – Mandatory Policies
- Appendix 1 – Main Contract
- Appendix 2 – Invoicing
- Appendix 3 – Provisions when the client is DFID

3 In consideration of the payments to be made by IMC to the Subcontractor, in accordance with this agreement, the Subcontractor agrees to perform the Subcontractor’s Services in conformity with the provisions of this agreement.

4 IMC hereby agrees to pay the Subcontractor, in consideration of the performance of the Subcontractor’s Services, such amounts as become payable under the provisions of this agreement at the times and in the manner prescribed by this agreement.

---

| Signed by Bryony Everett for and on behalf of IMC WORLDWIDE LIMITED | .............................................. Director |
| Signed by NAME OF DIRECTOR for and on behalf SUBCONTRACTOR NAME | .............................................. Director |
SECTION 2: CONDITIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

**Applicable Laws:** any law, statute, regulation, by-law or subordinate legislation in force from time to time in any jurisdiction that the Services are provided and/or to which IMC and/or the Subcontractor are subject.

**Client:** the client referred to in the Contract Data and such other persons including public authorities, entitled under the Main Contract to use the services and/or goods to be delivered by IMC under the Main Contract.

**Contract Data:** the information set out in section 1 of this agreement under the heading “Contract Data.”

**Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

**Deliverables:** all documents, products and materials developed by the Subcontractor, its employees, consultants, agents, subcontractors and suppliers as part of or in relation to the Subcontract Scope of Work in any form or media.

**IMC Representative:** the person duly authorised by IMC to act on its behalf for the purposes of this agreement and identified as such in the Contract Data subject to change in accordance with clause 8.

**Main Contract:** the agreement entered into or expected to be entered into between IMC and the Client for the Project the relevant sections of which are attached at Appendix 1.

**Mandatory Policies:** the mandatory policies and procedures listed in Schedule 5 as may be amended from time to time.

**Personal Data:** has the meaning given to that term in the Data Protection Legislation.

**Project:** the project that IMC is engaged to deliver pursuant to the provisions of the Main Contract and described in the Contract Data.

**Services:** the services set out in the Subcontract Scope of Work.

**Subcontract Scope of Work:** the specification set out in Schedule 1.

**Subcontractor:** the subcontractor whose details are set out in the Contract Data.

**Subcontractor Key Personnel:** means the individuals (if any) identified as key personnel in the Contract Data.

**Subcontractor Personnel** means any person engaged and/or instructed by the Subcontractor to help the Subcontractor deliver its obligations under this agreement, including the Subcontractor’s employees, agents, suppliers and subcontractors.

**Subcontractor Representative:** the person duly authorised by the Subcontractor to act on its behalf for the purposes of this agreement and identified as such in the Contract Data.

**UK Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.
1.2 Except as provided expressly in this agreement, terms as defined in the Main Contract shall have the same meaning when used in this agreement and the rules of interpretation in the Main Contract shall apply to this agreement.

1.3 For the purposes of this agreement, and unless the context otherwise requires, references in the Main Contract to "this Agreement" or to "this Contract" shall be to the Main Contract as incorporated into this agreement, with the alterations made for the purposes of this agreement.

1.4 A person includes a natural person, corporate or unincorporated body.

1.5 The Schedules and Appendices form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules and the Appendices.

1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **COMMENCEMENT AND DURATION**

2.1 This agreement shall have legal effect from the date on which it is signed on behalf of both parties.

2.2 The Subcontractor shall begin delivering the Services and any goods required pursuant to the Subcontract Scope of Work on the date specified in the Contract Data and shall complete delivery of such Services and any such goods on or before the date specified in the Contract Data.

2.3 This agreement shall continue in force until IMC notifies the Subcontractor that the Subcontractor has discharged all its obligations under it unless:

   (a) the Main Contract is terminated for any reason, in which case this agreement shall terminate immediately and automatically, without further action being necessary by the parties, and subject to all the rights of the parties accrued up to the date of termination;

   (b) the Client requests that the Subcontractor is replaced or removed from the Project and IMC notifies the Subcontractor of the Client’s request in which case this agreement shall terminate immediately and automatically upon the Subcontractor’s receipt of such notice, without further action being necessary by the parties and subject to all the rights of the parties accrued up to the date of termination; or

   (c) this agreement is terminated by one of the parties under clause 11.
3. **BACK-TO-BACK AGREEMENT AND SUBCONTRACTOR OBLIGATIONS**

3.1 The Subcontractor shall be bound to IMC in respect of the Subcontract Scope of Work as IMC shall be bound to the Client under the Main Contract except as further provided in this agreement.

3.2 Except as expressly provided otherwise in this agreement, the Main Contract shall be used to determine the respective rights and duties including representations and warranties of IMC and the Subcontractor under this agreement except that:

(a) wherever in the Main Contract there is a reference to the Client or a term referring to the Client, for the purposes of this agreement a reference to IMC or a term referring to IMC shall be substituted;

(b) wherever in the Main Contract there is a reference to IMC or a term referring to IMC, for the purposes of this agreement a reference to the Subcontractor or a term referring to the Subcontractor shall be substituted; and

(c) the Main Contract shall be interpreted subject to the further alterations made for the purposes of this agreement as set out in Schedule 4 and, if Appendix 4 is included in this agreement, in Appendix 4.

3.3 Unless specifically authorised by IMC in writing, the Subcontractor shall not do anything or omit to do anything that:

(a) causes, constitutes or contributes to a breach by IMC of any of IMC’s obligations arising out of or in connection with the Main Contract; or

(b) causes, constitutes or contributes to IMC incurring any liability to any person including the Client and any of IMC’s employees, officers, consultants, agents, contractors or other subcontractors.

3.4 The Subcontractor shall not make any press announcements or publicise this agreement or the Main Contract or their contents in any way, or use IMC’s or the Client’s name or brand (including the “UK Aid Logo”) in any promotion, marketing, communication or announcement of orders without the prior written consent of IMC.

3.5 Without prejudice to clause 3.6, IMC shall not be responsible to the Subcontractor for any failure to perform its obligations under this agreement where there is a corresponding failure by the Client to perform its obligations under the Main Contract.

3.6 IMC shall use its reasonable endeavours to enforce its rights and the Client’s obligations under the Main Contract.

3.7 IMC’s obligation under clause 3.5 does not require IMC to incur any cost or expense or take any legal action or appeal.

4. **INDEMNITY FROM SUBCONTRACTOR AND DISPUTES**

4.1 The Subcontractor shall keep IMC indemnified against all liabilities, costs, expenses, damages and losses (including any, direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by IMC as a result of or in connection with:
(a) any claim brought against IMC for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services or any goods supplied by the Subcontractor under this agreement, including the Deliverables, to the extent that the claim is attributable to the acts or omissions of the Subcontractor, its employees, consultants, agents, subcontractors or suppliers;

(b) the Subcontractor's breach or negligent performance or non-performance of this agreement; and

(c) any claim made against IMC by a third party, including the Client, arising out of, or in connection with, the supply of the Services or any goods supplied by the Subcontractor under this agreement, including the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Subcontractor, its employees, consultants, agents, subcontractors or suppliers.

5. FEES, CHARGES AND EXPENSES

5.1 IMC shall pay to the Subcontractor as full consideration for the performance by the Subcontractor of its duties under this agreement the amounts set out in Schedule 2 at the times specified in Schedule 2.

5.2 Where the Subcontractor's fees are calculated on a time and materials basis:

   (a) the Subcontractor shall not be entitled to charge for any days worked beyond the limits set out in Schedule 2 unless it has IMC's prior written consent to do so; and

   (b) the Subcontractor shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Subcontractor shall indicate the time spent per individual in its invoices.

5.3 The amounts set out in Schedule 2 are inclusive of all taxes, levies and duties with the exception of VAT where applicable and cover the charge for the Services (and any goods) and all of the Subcontractor's costs and expenses save as expressly agreed in writing between IMC and the Subcontractor.

5.4 The Subcontractor shall invoice IMC for its fees and allowable expenses at the times and in the manner specified or as referred to in Schedule 2 and in Appendix 2.

5.5 IMC is not responsible for the payment of any bank charges applied by the Subcontractor's bank for any reason including in connection with the receipt of payments made to the Subcontractor.

6. COMPLIANCE WITH LAWS AND POLICIES

The Subcontractor shall at its own expense comply with the Mandatory Policies and all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
7. **PERSONAL DATA**

7.1 The Subcontractor shall comply with IMC’s data protection policy, data retention policy and the Data Protection Legislation and associated codes of practice when processing Personal Data relating to any individual in connection with this agreement.

7.2 IMC shall process the Personal Data of the Subcontractor’s staff in accordance with IMC’s privacy policy.

7.3 In addition to clauses 7.1 and 7.2, the provisions of clause 3.2 shall apply to determine each party’s data protection obligations and each party shall comply with such obligations.

8. **PROJECT MANAGEMENT AND SECURITY**

8.1 The Subcontractor Representative shall co-operate with the IMC Representative and shall attend meetings scheduled by the IMC Representative at reasonable intervals to advise and assist IMC on all matters relating to this agreement.

8.2 The Subcontractor agrees that, unless requested by IMC, it shall not replace the Subcontractor Key Personnel or the Subcontractor Representative unless:

   (a) the individual to be replaced is prevented by ill-health from carrying out his or her duties in connection with the agreement for a significant period;

   (b) the individual resigns from employment with the Subcontractor;

   (c) the contract of employment of the individual is terminated; or

   (d) the Subcontractor makes a reasonable written request to IMC to replace the individual because she shall be on maternity leave or he or she has performed unsatisfactorily or has caused a breach of any of the Subcontractor’s obligations under this agreement.

8.3 Subject to clause 8.2 the Subcontractor may only replace the Subcontractor Key Personnel or Subcontractor Representative with an individual approved in writing by IMC such consent not to be unreasonably withheld or delayed.

8.4 IMC may replace the IMC Representative at any time.

8.5 Subject to any provisions to the contrary in any of the Appendices, The Subcontractor shall not, and shall ensure that its employees, consultants, agents, subcontractors and suppliers do not, follow any instructions from the Client unless such instructions have been approved by IMC. The Subcontractor shall immediately notify IMC of any instructions that it receives from the Client.

8.6 The Subcontractor shall ensure that when supplying any Services, the security arrangements that it has in place for its employees, consultants and representatives and the employees, consultants and representatives of any of the Subcontractor’s subcontractors are of the highest standards, taking into account the particular risks and challenges of the environment in which they are operating and include an emergency response system and evacuation plan.
The Subcontractor shall ensure that its employees, consultants and representatives and the employees, consultants and representatives of any of the Subcontractor’s subcontractors:

(a) follow the Subcontractor’s security procedures in connection with the Services;
(b) have the necessary qualifications, experience and physical and mental capability to fulfil their duties and the tasks allocated to them in the environments in which they will operate in connection with the Services; and
(c) are provided with suitable equipment by the Subcontractor to enable them to fulfil their duties and the tasks allocated to them in connection with the Services and to communicate with the Subcontractor.

The Subcontractor shall indemnify IMC against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by IMC arising out of or in connection with:

(a) the Subcontractor’s breach of clause 8.6 and/or clause 8.7; and/or
(b) any claim, howsoever arising, by the Subcontractor’s employees, consultants and/or representatives and any other person employed or otherwise engaged by the Subcontractor in connection with the performance of this agreement.

If IMC is negligent or at fault, the Subcontractor’s liability under clause 8.8 shall be reduced to the extent that IMC’s negligence or fault contributed to the claims or losses referred to in clause 8.8.

The Subcontractor will notify IMC immediately if it is in breach of or at risk of being in breach of clause 8.6 or clause 8.7.

9. EQUIPMENT OR FACILITIES PROVIDED TO THE SUBCONTRACTOR

IMC will provide or procure the provision of the equipment and facilities specified in Schedule 3 to the Subcontractor.

The Subcontractor may only use the equipment and facilities specified in Schedule 3 for the sole purpose of delivering the Services and supplying any goods pursuant to this agreement.

Upon termination of this agreement for any reason the Subcontractor will return the equipment specified in Schedule 3 to IMC in good condition and shall stop using the facilities provided to it.

10. LIMITATION OF LIABILITY

Nothing in this agreement shall limit or exclude IMC’s liability for:

(i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
(ii) fraud or fraudulent misrepresentation; or
10.2 Subject to clause 10.1:

(a) IMC shall not have any liability to the Subcontractor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of anticipated savings, whether direct or indirect, and even if IMC has been advised of the possibility of such losses or damage, or for any indirect or consequential loss arising under or in connection with this agreement; and

(b) IMC’s total liability to the Subcontractor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the total undisputed and properly charged amounts arising out of work done by the Subcontractor, which amounts have been approved by the Client and paid to IMC but which IMC has not paid to the Subcontractor.

10.3 Subject to clause 10.4, the provisions of clause 3.2 shall apply to determine the extent to which the Subcontractor’s liability to IMC is excluded or limited under this agreement.

10.4 Nothing in this agreement shall limit or exclude the Subcontractor’s liability arising out of or in connection with clause 4.1 (a) and/or clause 7.

11. TERMINATION

11.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;

(b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) any warranty or representation given by the Subcontractor under or in connection with this agreement is found to be untrue or misleading.

11.2 IMC may terminate this agreement immediately by notice in writing if
(a) the Subcontractor is in breach of its compliance obligations under clause 6; or
(b) the Subcontractor’s financial position deteriorates to such an extent that in
IMC’s opinion the Subcontractor’s capability to adequately fulfil its obligations
under this agreement has been placed in jeopardy.

11.3 On termination or expiry of this agreement:
(a) the Subcontractor shall immediately deliver to IMC all Deliverables whether or
not then complete and return to IMC any of IMC’s and/or the Client’s property
and equipment. If the Subcontractor fails to do so, then IMC may enter the
Subcontractor’s premises and take possession of them. Until they have been
delivered or returned, the Subcontractor shall be solely responsible for the
safe keeping of all Deliverables and IMC’s and/or the Client’s property and
equipment in its possession and will not use them for any purpose not
connected with this agreement;
(b) the Subcontractor shall immediately stop using any facilities provided to it by
IMC or the Client;
(c) the Subcontractor shall, if so requested by IMC, provide all assistance
reasonably required by IMC to facilitate the smooth transition of the Services
to IMC or any replacement supplier appointed by IMC; and
(d) any provision of this agreement that expressly or by implication is intended to
come into or continue in force on or after termination or expiry of
this agreement shall remain in full force and effect.

11.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations
or liabilities of the parties that have accrued up to the date of termination or expiry,
including the right to claim damages in respect of any breach of the agreement which
existed at or before the date of termination or expiry.

12. TRANSFER OF GOODS

In respect of any goods that are transferred to IMC or to the Client under this
agreement, the Subcontractor warrants that it has full clear and unencumbered title to
all such items, and that at the date of delivery of such items to IMC or to the Client, it
will have full and unrestricted rights to transfer all such items to IMC or to the Client, as
the case may be.

13. ANTI-BRIBERY AND CORRUPTION

13.1 The Subcontractor shall and shall procure that persons associated with it in connection
with this agreement shall:
(a) comply with all Applicable Laws, statutes, regulations, and codes and any
guidance issued by the UK’s Secretary of State for Justice pursuant to section
9 of the Bribery Act 2010 relating to anti-bribery and anti-corruption (Relevant
Requirements), including the Bribery Act 2010;
(b) not engage in any activity, practice or conduct which would constitute an
offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity,
practice or conduct had been carried out in the UK;
(c) comply with IMC’s Business Ethics Policy as IMC may update it from time to
time (Relevant Policy);
(d) not do, or omit to do, any act that will cause or lead IMC to be in breach of any
of the Relevant Requirements or the Relevant Policy;
(e) promptly report to IMC any request or demand for any undue financial or other advantage of any kind received by the Subcontractor in connection with the performance of this agreement;

(f) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and clause 13.1(b), and will enforce them where appropriate; and

(g) immediately upon IMC’s written request, from time to time, certify to IMC in writing signed by an officer of the Subcontractor compliance with this clause 13 by the Subcontractor and all persons associated with it in connection with this agreement. The Subcontractor shall provide such supporting evidence of compliance as IMC may reasonably request.

13.2 The Subcontractor shall ensure that any person associated with the Subcontractor who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Subcontractor in this clause 13 (Relevant Terms). The Subcontractor shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to IMC for any breach by such persons of any of the Relevant Terms.

13.3 The Subcontractor warrants and represents that its responses to IMC’s anti-bribery and anti-corruption due diligence questionnaire are complete and accurate.

13.4 The Subcontractor shall promptly notify IMC if, at any time during the term of this agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat its responses to IMC’s anti-bribery and anti-corruption due diligence questionnaire.

13.5 Breach of this clause 13 shall be deemed a material breach under clause 11.1.

13.6 For the purpose of this clause 13 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act, and section 8 of that Act respectively.

14. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

14.1 In performing its obligations under the agreement, the Subcontractor shall:

(a) comply with all Applicable Laws, statutes, regulations and codes from time to time in force relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;

(b) comply with IMC’s anti-slavery and human trafficking policy referred to at 0;

(c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

(d) require that all of its subcontractors and suppliers comply with IMC’s anti-slavery and human trafficking policy and with all applicable anti-slavery and
human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

14.2 The Subcontractor represents, warrants and undertakes that:

(a) it conducts its business in a manner that is consistent with the IMC’s anti-slavery and human trafficking policy; and

(b) neither the Subcontractor nor any of its officers, employees or other persons associated with it:

(i) has been convicted of any offence involving slavery and human trafficking; and

(ii) having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

14.3 The Subcontractor shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

14.4 The Subcontractor shall:

(a) maintain a complete set of records to trace the supply chain of all goods and services provided to IMC in connection with this agreement;

(b) permit IMC and its third-party representatives, on reasonable notice during Business Hours, but without notice in case of any reasonably suspected breach of this clause 14.4, to have access to and take copies of the Subcontractor’s records and any other information and to meet with the Subcontractor’s personnel to audit the Subcontractor’s compliance with its obligations under this clause.

14.5 The Subcontractor shall notify IMC as soon as it becomes aware of:

(a) any breach, or potential breach, of IMC’s anti-slavery and human trafficking policy; or

(b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

15. SAFEGUARDING

Provisions in the Main Contract related to safeguarding including the prevention of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment shall apply to the Subcontractor in accordance with clause 3.2. The Subcontractor shall provide such information and certification concerning safeguarding as requested by IMC.

16. INSURANCE

Schedule 3 sets out the Subcontractor’s insurance obligations.
17. **ASSIGNMENT AND OTHER DEALINGS**

17.1 IMC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

17.2 The Subcontractor shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of IMC.

18. **RIGHTS AND REMEDIES**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. **SEVERANCE**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21. **NOTICES**

21.1 A notice given to a party under this agreement:
   (a) shall be in writing and in English;
   (b) shall be signed by or on behalf of the party giving it;
   (c) shall be sent to the party for the attention of the person at the address specified in the Contract Data (or to such other person or to such other address as that party may notify to the other, in accordance with the provisions of this clause 21); and
   (d) shall be:
      (i) delivered personally; or
      (ii) sent by commercial courier; or
      (iii) sent by email.

21.2 A notice is deemed to be received:
   (i) if delivered personally, at the time of delivery; or
if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or

(iii) if sent by email at the time of transmission.

21.3 To prove service by email the sender of the email must receive written confirmation manually generated from the recipient that the recipient has received the email, which confirmation shall not, for example, include any response that is automatically generated as a result of the recipient receiving the email, such as an “out-of-office” response.

21.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

22. THIRD PARTY RIGHTS

Save as expressly provided for in this agreement, no one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. CONFLICT

24.1 If there is any conflict between Appendix 1 and the other clauses and schedules of this agreement, the other clauses and schedules of this agreement shall take precedence.

24.2 Subject to clause 24.3 if there is any conflict between Schedule 4 and/or Appendix 4 on the one hand and the other clauses and schedules of this agreement on the other, Schedule 4 and/or Appendix 4 shall take precedence.

24.3 If there is any conflict between Schedule 4 and Appendix 4, Schedule 4 shall take precedence.

25. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
26. JURISDICTION

26.1 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales. Notwithstanding the foregoing, at the sole option of IMC, any controversy or claim arising out of or in connection with this contract, or the breach thereof, shall be settled by arbitration administered by such arbitral institution as selected by IMC under its designated set of rules, and judgment on the award(s) rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be London.

26.2 If a court action has been initiated by the Subcontractor at the time that IMC chooses to submit the matter to arbitration, then it is agreed that such court action is to be discontinued, unless the arbitrator finds that IMC has waived such right by substantially participating in the court action without having raised its right under this clause.

This agreement has been entered into on the date stated in the Contract Data.
Frontier Technology Livestreaming uses Lean and Agile methodologies in development of a Scope of Work that centers on Sprints. A sprint is defined as the smallest possible amount of work which can be done that will result in feedback in contribution to the hypothesis.

Each Sprint will be initiated by a formal Sprint Call Down letter from IMC. The Sprint Call Down letter will document the scope of work and the Fees and Expenses schedule for the Sprint. An example of the Sprint Call Down letter can be found in Annex 1.

Please see schedule 4 for more information, to go with the sprint call down letter.

ADD PILOT DESCRIPTION}
Schedule 2  Fees and Expenses

Frontier Technology Livestreaming uses Lean and Agile methodologies in development of a Scope of Work that centers on Sprints.

A sprint is defined as the smallest possible amount of work which can be done that will result in feedback in contribution to the hypothesis.

Each Sprint will be initiated by a formal Sprint Call Down letter from IMC. The Sprint Call Down letter will document the scope of work and the Fees and Expenses schedule for the Sprint. An example of the Sprint Call Down letter can be found in Annex 1.

For the removal of doubt, the maximum value of payment, incorporating all Sprints shall not exceed AMOUNT. Payment will be made only against approved call down letters; the financial limit of this contract is therefore the sum of the value of the call down letters issued. No expenses or fees will be eligible for compensation in this period where Sprint has been formally designated as complete by IMC Worldwide and before a subsequent new Sprint Call Down letter has come into force.

IMC retains the right to engage the Independent Technical Expert if it identifies a need to do so. Any such engagement would be counted against the overall budget for the project.

All procurement of goods or services under this agreement shall be undertaken in line with the FTL procurement procedures, which can be found in Annex 2, with the procurement method agreed in advance with IMC for all items over £5,000.

If there is any inconsistency between this agreement and any of the provisions in the Sprint Call Down letter, the relevant provisions in this agreement shall prevail and modify the relevant provisions in the Sprint Call Down letter:

1. IMC shall pay the Subcontractor any undisputed sums which are due from IMC to the Subcontractor within thirty (30) days from the receipt of a valid invoice.

2. Any invoices submitted by a Subcontractor shall be considered and verified by IMC in a timely fashion and undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed.

3. The Client has the right to publish IMC’s compliance with its obligation to pay undisputed invoices to the Subcontractor within the specified payment period.

4. If the Client refuses to pay IMC an amount equal to the Subcontractor’s fees, costs and expenses properly and necessarily incurred in connection with the performance and termination of any Services then, to the extent that such refusal is due to IMC’s breach of the Main Contract, IMC will pay such fees, costs and expenses to the Subcontractor without prejudice to any other right or remedy available to the Subcontractor.

5. If the Client refuses to pay IMC an amount equal to IMC’s and any other of IMC’s supplier’s fees, costs and expenses properly and necessarily incurred in connection with the performance and termination of the Main Contract and/or the performance and termination of any arrangements for the supply of goods and/or services in connection with the Main Contract then, to the extent that such refusal is due to the Subcontractor’s breach of this agreement, the Subcontractor will pay IMC such fees, costs and expenses without prejudice to any other right or remedy available to IMC.

6. For the purposes of this Schedule 2, “undisputed sums” means such sums:
   (a) that have been properly invoiced by the Subcontractor;
   (b) that are not disputed by IMC; and
(c) for which IMC has received corresponding payment from the Client within twenty (20) days of IMC’s receipt of the Subcontractor’s relevant invoice.

7. Sums which have been properly invoiced by the Subcontractor and which are not disputed by IMC but which do not fall under the definition of “undisputed sums” as set out in paragraph 6 shall be paid by IMC to the Subcontractor within thirty (30) days following IMC’s receipt of the relevant corresponding payment from the Client.
Schedule 3  Particulars

(Clause 8.7) Hostile Environment Training: Needed / Not needed.

(Clause 9.1) Equipment and facilities to be provided to the Subcontractor: INSERT DETAILS

(Clause 16) Insurance:

The Subcontractor must effect and maintain the following insurance cover: insert details

The Subcontractor must effect and maintain the insurance required for a minimum of six (6) years following the expiration or earlier termination of the Main Contract.

Upon written notice from IMC to the Subcontractor, the Subcontractor shall give IMC such information as IMC reasonably requires to enable IMC to establish that the Subcontractor is complying with its insurance obligations under this agreement.
Schedule 4  Alterations to Main Contract

The alterations to the Main Contract for the purpose of this agreement are as follows:

Requirement of an Asset Register and Ownership of Assets

The subcontractor must maintain an up-to-date asset register of all assets over a value of £500 GBP. The asset register will form part of the project pack, and must be updated at the end of each sprint. All assets purchased under this contract are the property of the Department for International Development. The final ownership of the assets will be determined at the end of the Frontier Technology Livestreaming contract.

Requirement of a separate bank account

The subcontractor must hold a separate bank account to be used exclusively for payments made under this contract. IMC Worldwide may request copies of bank statements for proof of use of funds at any time.

Sub-consultants are only contracted when a Sprint is in progress.

Frontier Technology Livestreaming uses Lean and Agile methodologies in development of a Scope of Work that centers on Sprints.

A sprint is defined as the smallest possible amount of work which can be done that will result in feedback in contribution to the hypothesis.

Each Sprint will be initiated by a formal Sprint Call Down letter from IMC. The Sprint Call Down letter will document the scope of work and the Fees and Expenses schedule for the Sprint. An example of the Sprint Call Down letter can be found in Annex 1.

Sub-contractors should be aware that they are out of contract between sprints. No expenses or fees will be eligible for compensation in this period where the Sprint has been formally designated as complete by IMC Worldwide and before a subsequent new Sprint Call Down letter has come into force. Sub-contractors are out of contract from when IMC Worldwide gives written notification that the Sprint has formally concluded. The contract re-commences on the date indicated on the next Sprint call down letter. **IMC is under no obligation to issue further sprint call down letters and reserves the right to conclude the contract after sprint 1 and any subsequent sprints.**

Early exit of pilots

IMC Worldwide reserves the right to discontinue a pilot after conclusion of a sprint, subject to sign off from the Senior Responsible Officer of Frontier Technology Livestreaming at DFID. Full details on the early exit of pilots can be found in Annex 3.

Engagement of Independent Technical Expert(s)

IMC retains the right to engage the Independent Technical Expert if it identifies a need to do so. Any such engagement would be counted against the overall budget for the project. If the Independent Technical Expert recommends that the sub-consultant should not continue in delivering services under this contract, then the contract will be terminated at the end of the Sprint for which the Subcontractor is currently delivering services. In order for this agreement to continue beyond the first Sprint call-down letter, the management team of Frontier Technology Livestreaming will need to confirm that the Subcontractor has been confirmed as the most appropriate to carry out the full pilot initiative. This decision is based on the market supplier study conducted by the Independent Technical Expert (ITE) and the decision is rendered following consultation between the ITE, the management team of FTL, and DFID.
Case Study
Each FTL pilot will be the subject of a case study. The sub-contractor will comply with any requests for interviews with themselves or any other relevant project stakeholders in order for the case study to be completed.

Indicated Technology
The sub-contractors will use funds for the technology explicitly indicated in the scope of work. Costs for technologies which do not meet the definition of the technology indicated in the scope of work will not be covered.
Schedule 5  Mandatory Policies

- Anti-Harassment and Bullying Policy.
- Anti-Slavery and Human Trafficking Policy.
- Business Ethics Policy (which includes our approach to Conflict of Interest).
- Data Protection Policy / Data Retention Policy / Privacy Policy.
- Environment Management Policy.
- Gifts and Hospitality Policy.
- Occupational Health and Safety Policy.
- Quality Policy.
- Safeguarding policy.
- Social Media Policy.
- Whistleblowing Policy.

The above policies can be accessed via the IMC website at:
http://www.imcworldwide.com/policies/

- DFID’s General Conditions of Contract
- DFID’s Supply Partner Code of Conduct
- DFID’s Statement of Priorities and Expectations for Suppliers
- DFID’s Security Policy for Contractors, Consultants and Suppliers
- DFID’s Duty of Care Policy Information Note
- DFID’s Programme Expenditure: Eligible Cost Guidance
- DFID’s Policy on Conflict of Interest and Gifts and Hospitality

The above policies can be access via DFID’s website.
Appendix 1 – Main Contract

The main contract has been attached to this contract as a PDF titled “Appendix 1 – Main Contract”
Appendix 2 – Invoicing

DOCUMENT MANAGEMENT

1.1 Financial management, including payment of the Subcontractor’s invoices and invoicing to the Client will be carried out by IMC.

1.2 Invoices along with timesheets in the format required by IMC and other supporting documents must be sent to IMC by the Subcontractor by email to the relevant project manager, and also copy in accounts@imcw.com

1.3 All invoices for fees and daily allowances (per diem) must be supported by timesheets (one for each month), signed and authorised by the relevant project director / nominated project manager / team leader.

1.4 All invoices must bear a valid tax-point date and a unique supplier invoice number.

1.5 All invoices must clearly show the Subcontractor’s full name and address.

1.6 The Subcontractor must invoice IMC only in the currency agreed with IMC.

1.7 All invoices must contain all appropriate references, a breakdown of the services and the appropriate prices or rates. Invoices shall correspond with and must not exceed the budget lines agreed by the parties.

1.8 The Subcontractor must ensure that it submits all supporting documentation required to substantiate the invoice. This includes properly signed original timesheets, air ticket stubs, boarding passes and travel agents’ invoices, any receipts for other allowable expenditure (for example support personnel, translation, copyshop receipts for large amounts of local copying, etc.). All claims for travel must be for standard/economy class.

1.9 If the Subcontractor cannot provide IMC with the appropriate evidence that IMC asks for to validate an expense, IMC shall be entitled to refuse to reimburse or submit a claim to the Client for reimbursement of the relevant expense.

1.10 Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in the OANDA (www.oanda.com) on the Friday immediately preceding the date on which the purchase was made or services acquired by the Subcontractor or, if this took place on a Friday, at the rate so stated on that day.

1.11 The final invoice presented by the Subcontractor in connection with this agreement must be endorsed “Final Invoice”.

1.12 IMC may reject any invoice not presented in accordance with this agreement.

CLIENT REJECTION OR PAYMENT RECALL

2.1 If, as a result of any action or omission on the part of the Subcontractor or any of the Subcontractor’s employees, agents, consultants or suppliers, the Client rejects an invoice or part of any invoice submitted by IMC then, without prejudice to IMC’s other rights or remedies, the Subcontractor shall take such action as reasonably required by IMC to remedy the position.

2.2 If the Subcontractor fails to take such action as is reasonably required by IMC pursuant to paragraph 2.1, IMC may take such action as it deems necessary to remedy the position including engaging another supplier to complete any work that the Client considers to be incomplete. The Subcontractor shall be liable to IMC for any costs that IMC incurs, including the cost of any time taken up by IMC staff, remedying the position.
2.3 If the Client requires any payment that it has made to IMC to be refunded for any reason and such payment comprises amounts that IMC has paid to the Subcontractor, the Subcontractor shall immediately, upon IMC’s written request, reimburse such amounts to IMC. For the avoidance of doubt, the obligations in this paragraph shall survive termination of the agreement.
Appendix 3 – Provisions when the client is DFID

The following provisions apply to the agreement. If there is any inconsistency between any of the following provisions and any of the provisions in the Main Contract, the relevant following provisions shall prevail and modify the relevant provisions in the Main Contract:

PERSONNEL SUBSTITUTION

1. If DFID or IMC considers any member of the Subcontractor’s Personnel unsuitable, the Subcontractor shall substitute such member as quickly as reasonably possible with a replacement acceptable to DFID and IMC without direct or indirect charge to DFID or to IMC and the Subcontractor hereby agrees to full indemnify and hold harmless DFID and IMC against any claims of any kind that may arise with regard to the substitution of such Personnel considered to be unsuitable by DFID or IMC.

DFID INSTRUCTIONS

2. The Subcontractor shall and shall ensure that all subcontractor Personnel shall:

(a) obey all lawful instructions and reasonable directions of DFID (including, if so required by DFID, the ICT Policy) and provide the Services to the reasonable satisfaction of DFID;

(b) comply with all reasonable requirements of DFID concerning conduct at DFID Sites, including any security requirements;

(a) comply with any DFID policies provided to the Subcontractor or Subcontractor Personnel from time to time; and

(b) subject to Schedule 2 of the Main Contract (Staff Transfer), retain overall control of the Subcontractor Personnel at all times so that the Subcontractor Personnel shall not be deemed to be employees, agents or contractors of DFID or IMC.

DFID STEP-IN RIGHTS

3. Upon IMC notifying the Subcontractor that DFID is exercising “step-in rights” DFID shall have the right to benefit from IMC’s rights and enforce the Subcontractor’s obligations under this agreement as if reference in this agreement to IMC was reference to DFID.

FREEDOM OF INFORMATION

4.1 The Subcontractor shall:

(a) transfer to IMC all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

(b) provide IMC with a copy of all Information in its possession, or power in the form that IMC requires within five Working Days (or such other period as IMC may specify) of IMC’s request;

(c) provide such assistance as requested by IMC to enable DFID to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

4.2 The Subcontractor acknowledges that DFID may be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the
Subcontractor or the Services in certain circumstances without consulting the Subcontractor or following consultation with the Subcontractor having taken their views into account.

4.3 The Subcontractor shall ensure that all Information is retained for disclosure in accordance with paragraph 4.4 and 4.5 below and shall permit IMC and DFID to inspect such records as requested by IMC and/or DFID from time to time.

4.4 The Subcontractor shall, during the Main Contract and for a period of at least seven years following the expiry or termination of the Main Contract, retain and maintain all Information:

(a) in accordance with the requirements of the Public Records Office and in accordance with the exercise of the degree of care that would be expected from a leading company within the relevant industry or business sector;

(b) in chronological order;

(c) in a form that is capable of audit;

(d) at its own expense.

4.5 Wherever practical, original Information shall be retained and maintained in hard copy form.

DFID THIRD PARTY RIGHTS

5.1 DFID shall have the ability to directly enforce the benefit of this agreement (as if IMC’s rights or benefits were DFID’s rights or benefits) under the Contracts (Rights of Third Parties) Act 1999 including the ability to directly enforce the Subcontractor’s obligations in respect of security and secrecy, intellectual property and audit rights with such variations as DFID reasonably considers necessary.

5.2 Nothing in this agreement limits the Subcontractor’s ability to contract directly with DFID or any entity that replaces IMC on the Project.

PROTECTION OF PERSONAL DATA

6. The Subcontractor shall permit IMC, DFID and their representatives to inspect and audit the Subcontractor’s data processing activities and comply with all reasonable requests by IMC to enable IMC and DFID to verify and/or procure that the Subcontractor is in full compliance with its obligations under this agreement.

ACCESS AND AUDIT

7.1 The Subcontractor shall keep secure and maintain until seven years after the final payment of all sums due to IMC under the Main Contract, or such other period as may be agreed between the parties, full and accurate records of the Services, all expenditure reimbursed by IMC, all payments made by IMC and all payments made by the Subcontractor in connection with this agreement.

7.2 The Subcontractor shall grant to IMC or its agents or DFID or DFID’s agents such access to those records as they may reasonably require in order to check the Subcontractor’s compliance with this agreement and monies and spent, throughout the whole supply chain.
PREVENTION OF FRAUD AND BRIBERY

8.1 Throughout the duration of this agreement the Subcontractor shall establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act.

8.2 “Prohibited Act” means:

(a) to directly or indirectly offer, promise or give any person working for or engaged by DFID a financial or other advantage to:
   (i) induce that person to perform improperly a relevant function or activity; or
   (ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;

(c) an offence:
   (iii) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
   (iv) under legislation or common law concerning fraudulent acts; or
   (v) defrauding, attempting to defraud or conspiring to defraud DFID; or

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

8.3 The Subcontractor must report any instances or suspicions of fraudulent behaviour to IMC. The Subcontractor may also report to DFID. Below is an extract from DFID’s website: https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud which includes DFID’s fraud mail box details:

“Reporting fraud

The Internal Audit Department’s (IAD) Counter Fraud Section (CFS) is the central point for raising concerns, suspicions and/or allegations of fraud or corrupt practices. This includes both internal and external cases where DFID funds, assets or interests (including DFID’s reputation) are involved, as well as any breach of the Civil Service Code.

IAD’s Counter Fraud Section has a dedicated secure email address for raising all concerns and suspicions of fraud: reportingconcerns@dfid.gov.uk

Alternatively, any concerns can be reported by:

- calling the confidential hotline on +44 (0)1355 843747
- writing to the Head of Internal Audit, 22 Whitehall, London, SW1A 2EG, United Kingdom”.

8.4 The Subcontractor must notify its staff in writing of (a) DFID’s fraud mail box details and (b) their ability to report concerns, suspicions and/or allegations of fraud or corrupt practices to DFID.
SUSPENSION OF TERMINATION “WITHOUT DEFAULT OF THE SUPPLIER”

9.1 If IMC terminates or suspends this agreement because DFID has terminated or suspended the Main Contract under provisions in the Main Contract that provide for termination “without default of the Supplier” then the Subcontractor shall:

(a) take such steps as directed by IMC to terminate the provision of the Services or any part of the Services in a cost-effective, timely and orderly manner; and

(b) provide to IMC not more than 40 days after IMC notifies the Subcontractor of the suspension or termination of this agreement an account in writing stating:

(vi) any costs, if any, due before the date of suspension or termination;

(vii) costs to be expended after the date of suspension or termination which the Subcontractor necessarily incurred in the proper performance of the agreement and which it cannot reasonably be expected to avoid or recover.

9.2 Subject to IMC’s approval, IMC shall submit the account referred to in paragraph 9.1 (b) to DFID together with an invoice for the costs stated in such account.

9.3 IMC shall transfer to the Subcontractor any payment that it receives from DFID on account of the costs stated in the report referred to in paragraph 9.2.

FURTHER RIGHTS REQUIRED BY DFID

10.1 Without prejudice to clause 11 of the main body of this agreement IMC may terminate this agreement if the Subcontractor fails to comply in the performance of this agreement with legal obligations in the fields of environmental, social or labour law.