

Section 1 – Form of Contract

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2018
Reference Number:	CPG/2350/2018
Call-Off Title:	Peacebuilding Opportunity Fund
Call-Off Reference:	PO 8494

This Call-Off Contract is made between the Secretary of State for The Department for International Development (DFID)
("the Authority"),

and

Oxford Policy Management Limited ("the Supplier") having his main or registered office at [REDACTED]
[REDACTED]

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:

For the Authority:

By:

Full Name:

Full Name:

Position held on behalf of Supplier:

Position held on behalf of Authority:

Date:

Date:

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

Framework Agreement with:	Oxford Policy Management Limited
Sub Contractors/Consortia:	Cafod & Trocaire in Partnership Forcier
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2018
Framework Agreement Number:	CPG/2350/2018
Call-off Contract For:	Peacebuilding Opportunity Fund
Contract Number:	CPG/2350/2018
Call-off Contract Reference Number:	PO 8484

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Section 2 – Call-Off Terms & Conditions

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1. The above-mentioned Framework Agreement.

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

2. Your proposal of 12 April 2019.

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

3. Commencement and Duration of the Services

- 3.1. The Supplier shall start the Services no later than **5 July 2019** (“the Start Date”) and Services shall be completed by **30 June 2021** (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.
- 3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

4. Recipient

- 4.1. Authority requires the Supplier to provide the Services to the **United Kingdom Government** (“the Recipient”).

5. Financial Limit

- 5.1. Payments under this Call-off Contract shall not exceed **£2,765,927** (Two Million, Seven Hundred and Sixty Five Thousand , Nine Hundred and Twenty Seven) (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 2\)](#).
- 5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number.
- 5.3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

6. Milestone Payments and Charges

- 6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.
- 6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. Milestones for implementation will be set during the inception period as per the Terms of Reference. As such, milestones set out in the Schedule of Prices and Rates are provisional only. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Officials

7.1. The Authority Project/Contract Officer is as follows:

Title:	Name:	Email Address:
Senior Responsible Officer		

8. Key Personnel

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

Title:	Name:
Team Leader	
Project Director / Strategic Leadership Team	
Strategic Leadership Team	
Project Manager	

9. Monitoring and Contract Performance Reports

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

9.2. These provisions will include without limitation:

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

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

10. Duty of Care

10.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.

10.2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

10.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

10.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.

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

11. Third Party Rights for Sub-Contractors

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

12. Call-off Contract Signature

12.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 7 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

13. Review Point

13.1. The Contract Period is subject to the following formal review points

- Review Point 1: 3 months after the contract start date to review the Inception Phase deliverables
- Review Point 2: 12 months after the contract start date to review implementation phase performance to date

13.2. Movement from one stage to the next will be dependent on satisfactory performance and progress of the supplier.

14. Extension Options

14.1. The contract will include an option to extend for up to a further 12 months. In such event that DFID take the decision to increase the scale of the programme during its entire term (including any extensions), whether as a result of increased UK contributions or funding from other donors, the increase will be up to an additional £1.6m over and above the financial limit and/or the time limit of the original contract.

14.1. The Fund will be established as a single donor fund, but should retain the ability to receive, pool and coordinate funding from other donors up to a maximum of £1.6million above the £3.2million currently allocated .

14.3. The supplier must maintain flexibility in approach and be able to exit from high risk environments as required and with agreement from DFID. During Review Point 2, DFID will consider extending the length and value of the contract to deliver additional outcomes that are underpinned by the same outputs detailed in these terms of reference. Any such extension would be mutually agreed by DFID and the relevant suppliers

15. Visibility of Sub-Contract opportunities

15.1 The Parties hereby agree that clause 8 (Visibility of Sub-Contract Opportunities) of the CSSF Framework 2018 terms and conditions will not apply to this Call-Off Contract.

Annex 1 – Statement of Requirements

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Annex 1 Terms of reference (enclosed page 14)

By signing here the Supplier confirms they have opened and checked the embedded document in Annex 1 and it represents the Supplier's Tender submitted in response to the CSSF **Peacebuilding Opportunity Fund (POF)** under reference tender **ITT Volume 2 – POF Terms of Reference** dated **12 April 2019**.

Signed.....

Date.....

Annex 2 – Schedule of Prices & Rates

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By signing here the Supplier confirms they have opened and checked the embedded document in Annex 2 and it represents the Supplier's Tender submitted in response to the CSSF **Peacebuilding Opportunity Fund** under reference **tender ITT Volume 4 – Cost Proforma Cost Template** dated **12 April 2019**.

Signed.....

Date.....

Annex 3 – Security Risk Disclaimer

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Not used.

Annex 4 – Processing, Personal Data & Data Subjects

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This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ol style="list-style-type: none">1) The Parties acknowledge that Clause 32.2 and 32.4 (Section 2 of the Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 32.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.

Annex 5 – Insurances

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REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: PO 8494 PEACEBUILDING OPPORTUNITY FUND

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

- 1.1 The Supplier.

2.INTEREST

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

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

loss of or damage to property;

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

3.LIMIT OF INDEMNITY

- 3.1 Not less than “the financial limit” in respect of any one occurrence, the number of occurrences being unlimited, but “the financial limit” any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4.TERRITORIAL LIMITS

- 4.1. N/A

5.PERIOD OF INSURANCE

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

6.COVER FEATURES AND EXTENSIONS

- 6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

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8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed "the financial limit" for each and every third-party property damage claim (personal injury claims to be paid in full).

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

9.1 NOT USED.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier.

2. INTEREST

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

3. LIMIT OF INDEMNITY

3.1 Not less than "the financial limit" in respect of any one claim and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 N/A

5. PERIOD OF INSURANCE

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

6. COVER FEATURES AND EXTENSIONS

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

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils

7.2 Nuclear and radioactive risks

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed "the financial limit" each and every claim.

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

9.1 NOT USED.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

10. GENERAL

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

Annex 6 – Supplier Code of Conduct

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

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

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

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

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

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

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

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

Signed on behalf of the supplier	
Full Name	
Position held on behalf of Supplier	
Date	

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Peacebuilding Opportunities Fund, Conflict, Stability and Security Fund (CSSF), South Sudan

Introduction

1. The Peacebuilding Opportunities Fund (POF) is a £3.2m / 2-year programme that will establish a scalable, adaptable and contextually-driven mechanism to pursue peacebuilding objectives in South Sudan.
2. Conflict is one of the key drivers of South Sudan's economic and humanitarian crises, and a key brake on the country's development. The conflict dynamics are complex, with multiple layers of conflict at national and sub-national levels. At present, HMG lacks a mechanism to pursue conflict reduction and peacebuilding objectives in a flexible, strategic and sustained manner. The POF seeks to address this gap, as recommended by the 2017 Joint Analysis on Conflict and Stability (JACS) in South Sudan.
3. The POF will have a strong focus on sub-national peacebuilding, selecting two geographical areas in which to work, while also allowing for priority activities at the national and regional levels. It will identify and support efforts by South Sudanese institutions and groups that show signs of successfully managing and reducing conflict, and of promoting civic attitudes and practices ('peacebuilding opportunities').
4. The POF will be implemented through a Fund Manager model, allowing greater field access, scalability, the option of bringing in funding from other donors, and the use of multiple partners to balance risk.
5. In line with the findings from a scoping exercise commissioned through the Stabilisation Unit in early 2018, HMG will take a step by step approach to developing the POF. This is envisaged as a two-year programme, primarily funded by CSSF; inception, design and preparatory work in the remainder of FY18-19; and full operations in the remaining 21 months. Subject to progress and the context, Department of International Development (DFID) South Sudan will then decide whether to continue the programme for the longer-term, with DFID resources.
6. The POF will sit within the strategic framework of the CSSF, and therefore will sit within the CSSF results framework and need to adapt to ongoing development of the CSSF's strategic approach and focus, and to ensure cross-CSSF complementarity. Funding will be ring-fenced into three separate 'Windows': a) the primary Subnational Window which will typically hold 80% of routine project funding, b) a secondary National/International Window which will hold 20% of routine project funding, c) a third Innovation Window of £500,000 will be held to cater for special projects which do not fit pre-defined grant criteria or prioritisation from rolling assessments, for example a dedicated project for demilitarisation of at-risk youth.

Objective

7. The programme's expected **outcomes** are: "(i) Targeted communities are more harmonious and resilient to conflict; and (ii) More inclusive political, socio-economic, and cultural institutions, which are key for handling conflict and establishing the conditions for sustained peace, are strengthened at all levels."
8. The programme's expected **impact** is: "Enhanced South Sudanese capacity to manage conflicts without violence, and reduction in violence in targeted areas."

The Recipient

9. The primary recipient of this programme the UK Government which is funding this programme under the CSSF, with DFID as lead department. The Senior Responsible Officer (SRO) is the DFID South Sudan Senior Conflict and Governance Advisor.

Scope of Work

10. DFID South Sudan is seeking a Supplier to support delivery of the programme's objectives. The Supplier will establish, resource and staff a POF Fund Management function under the close guidance of DFID, who will oversee the programme. The contracted Supplier will act as the legal entity of the POF and carry out all contracting on its behalf. Under the close direction of DFID its role will be to:
 - Interpret and apply the strategic direction in communication with the SRO;
 - With the SRO maintain overall coherence of the peacebuilding strategy, ensuring complementarity and synergy between supported interventions and with other activity in the subnational areas of focus, including other initiatives such as the UN
 - Identify, technically review and recommend on programming opportunities – the preference is direct support to national NGOs, private sector and civil society organisations, but where optimal for fiduciary, capacity or other reasons, or where there is no local capacity, INGOs and international private sector may be considered – if the proposal includes strong sustainability safeguards;
 - Support HMG identification and review of geographic and regional areas of focus;
 - Issue and manage grants to investees, including assurance on due diligence to meet DFID standards, management of finances and assets;
 - Provide technical assistance, including on the design implementation and compliance functions of grants, on conflict assessment and understanding of conflict sensitive delivery, and on monitoring evaluation and learning capability, to develop the capacity of investees;
 - Gather and apply lessons;
 - Contract and administer projects selected and approved by DFID;
 - Provide day-to-day oversight of all implementing partners, including monitoring and financial appraisal;
 - Manage the Fund's communications;
 - Report to DFID, including through regular financial and narrative reports;
 - Collate all information from the Fund's M&E and produce periodic briefings that share evidence gathered through the project to the wider peacebuilding field.; and
 - Establish an online knowledge management system to house management information data and M&E findings.
11. The Fund Manager's platform (staffing and logistics setup) will eventually constitute a field presence in target locations; effective fiduciary and grant management; contextual analysis, M&E and learning; as well as team leadership. DFID will make programme

decisions, drawing upon the advice of the Fund Manager and the cross-HMG programme governance structure.

12. Core elements of the fund, as set out in the business case are:

- Investments are focussed on outcomes related to enhancing institutions for non-violent conflict management or addressing key drivers of conflict;
- Insights of conflict and political economy analysis are incorporated into all design and implementation, ensuring that interventions are conflict sensitive;
- There is an over-riding commitment to build whenever possible on promising South Sudanese processes and institutions;
- It is adaptive and flexible, including a commitment to 'fail well', coupled with commitment to clear programming logics;
- Clear and explicit funding criteria provide a transparent framework for granting decisions and facilitate prioritisation;
- Periodic 'rolling assessments' are used to review progress, lessons, objectives and priorities;
- An informal expert advisory group, administered/supported by the Fund Manager but chaired by DFID, provides inputs on proposed interventions, contextual issues and emerging evidence;
- Learning is used to influence others' work in this space, recognising the limitations of the UK's ability to effect change alone; and
- There is an experienced, empowered and full-time conflict adviser in the Policy Lead/SRO role to manage the competing imperatives of focus and agility, while forging a close working relationship with the supplier.

13. Examples of peacebuilding opportunities that could be supported under the fund include:

- Supporting successful efforts by South Sudanese institutions and groups for managing or reducing conflict and promoting peace;
- Expanding the diversity of voices and perspectives involved in community and subnational peacebuilding, reconciliation, and conflict management;
- Supporting new initiatives for conflict management and promoting peace to complement other initiatives or donor investments, such as the Partnership for Resilience and Recovery, South Sudan Multi-Partner Trust Fund for Reconciliation Stabilisation and Resilience, and existing humanitarian and development interventions;
- Supporting building of more inclusive formal and informal institutions at subnational and national levels that may set foundations for future stability;
- Interventions that build on and take further evidence of successful peacebuilding identified in other HMG conflict monitoring and reduction and peacebuilding initiatives;

- Developing and sharing learning of where, how and why interdisciplinary peacebuilding efforts have succeeded and drawing out lessons to inform subsequent peacebuilding – both specific to the originating subnational area, and in other parts of South Sudan; and
- Supporting better cohesion and collaboration between existing peacebuilding initiatives in a subnational area, including support to sustaining peacebuilding where resource constraints of existing international support threaten sustainability.

Requirements

14. **Structure:** The expected DFID and Supplier staffing are shown in the following schematic:

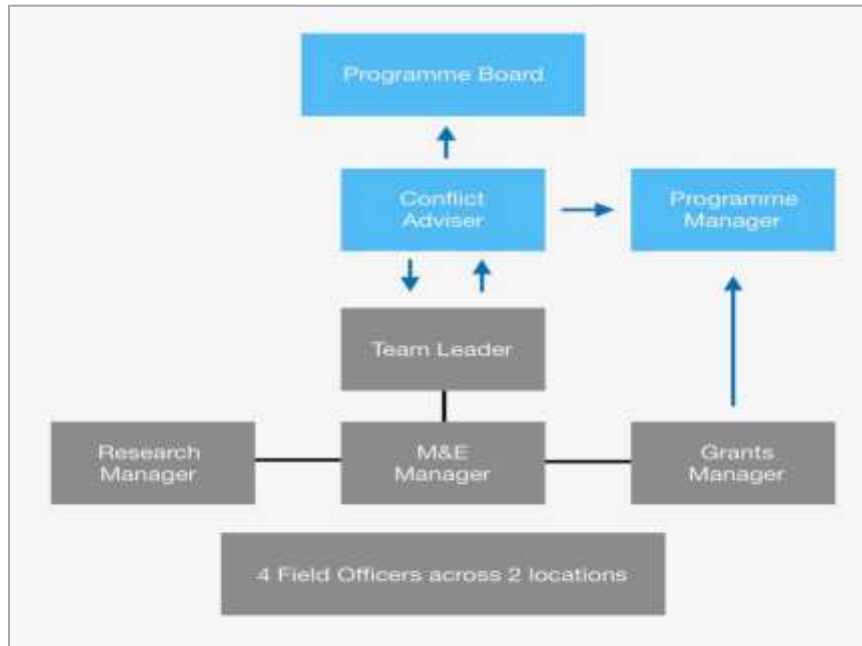


Figure 1: Programme structure with HMG and Supplier structures in blue and grey, respectively

15. **Facilitate cross-donor/UK government collaboration:** The Supplier will be required to collaborate openly with other parties engaged in related work, exchanging information on programme plans, coordinating upcoming initiatives, and proactively share tools and knowledge associated with the programme, so as to achieve synergy between different parts of the peacebuilding and stabilisation community and avoid duplication. Key reference points include: the community of South Sudanese peacebuilders, including the South Sudan Council of Churches (SSCC), International partners including UNMISS Civil Affairs, South Sudan Viable Support to Transition and Stability (VISTAS), and Ceasefire and Transitional Security Arrangements Monitoring Mechanism (CTSAMVM); DFID-funded research programmes (Conflict Research Programme and X (Cross) Border Conflict, Evidence, Policy and Trends Programme (XCEPT)); and current and future DFID third party monitoring programmes such as ELFSS. The SRO will organise periodic coordination meetings between the Supplier and these actors.
16. **Multi-donor scalability:** The Fund will be established as a single donor fund, but should retain the ability to receive, pool and coordinate funding from other donors (up to a maximum of £1.6m, i.e. 50% of the financial limit). The SRO will ensure co-ordination, information sharing and lesson sharing among members of the donor community with an interest in peacebuilding work. If other donors wish to co-fund, a Joint Donor Group

will be established to facilitate coordination and set priorities, monitor financial and operational progress and consider contentious projects or any significant changes to the Fund's focus or structure.

17. Facilitate the advisory network: The Supplier should assist HMG to establish an informal expert advisory network comprising academics, peacebuilding and governance practitioners, with strong South Sudanese representation, in support of the POF. Network meetings should be convened both in prioritized project sites, drawing in local expertise, and at Juba and UK level as appropriate. Participants will include: the Conflict Sensitivity Resource Facility (or its successor under the forthcoming Better Aid in Conflict programme); London School of Economics Conflict Research Programme; inter-church committees; and local civil society organisations. The network will help to secure buy-in of key constituents in programming locations, should avoid conflicts of interest, and support identification and management of conflict risks and risks of unintended harm from POF activity.

Table 1: Indicative List of Services¹

TYPE OF SERVICE	EXAMPLE
CONTEXT ANALYSIS AND EVIDENCE	
Scoping of target areas	Facilitate selection of target areas, establish local advisory networks and provide regular updates to conflict risks.
Conflict analysis / mapping	In target areas, conduct structured analyses that explore conflict causes, actors, dynamics and potential responses to challenges identified. Visual products (maps, charts) may also be developed linked to analysis illustrating how relevant indicators, events and actors relate to peace, conflict and related factors (e.g. food security, population movement, climate)
Political economy analysis	Conduct analysis of economic factors driving peace and conflict (e.g. resource flows, markets, patronage networks), and situating aid interventions within an understanding of prevailing political and economic processes.
Beneficiary Feedback Exercises	Organise or facilitate feedback to implementers and donors from intended beneficiaries and non-beneficiaries, whether through visits or succinct regular analysis of ongoing beneficiary feedback data collection. This might for example be carried out on a regular basis to provide beneficiaries' perspectives on the overall impact of the aid operation in the form of a 'People's Aid Audit'
FUND MANAGEMENT , MONITORING, REPORTING, AND EVALUATION	
Interpret and apply strategic direction of POF	Engage regularly with SRO and contributing donor(s) to establish and regularly re-confirm strategic direction of POF and fit within UK Government and other contributing donor priorities.
Identify possible peacebuilding opportunities	In consultation with the SRO, identify potential peacebuilding opportunities and provide advice on issues to consider, including strategic fit, conflict drivers they address, and the capacities for peace they will support.
Scope out potential areas of intervention	On the basis of selected opportunities, provide scoping to build proposals for intervention under the Fund and identify potential suppliers, or a strategy to build capacity where a pre-requisite for funding. Provide an assessment of each proposal against a proforma assessment template (to be agreed with the SRO during inception) that addresses the core elements of the fund and strategic fit.
Issue and manage grants	Provide management of grants in line with DFID principles, ensure best value for money, and ensure that DFID standards of due diligence, including safeguarding are met by grantees.

¹ Services may be delivered at a sub-national or national level as well as outside South Sudan if required.

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TYPE OF SERVICE	EXAMPLE
Field Reporting	Provide regular succinct context reports to keep contributing donor(s) engaged with the conflict dynamics of target areas and the impact of peacebuilding activities funded by POF or related to POF activity and area of engagement.
Field Visit Support	Provide administrative support for planning of UK government field visits to review POF and POF-related activity.
Monitoring & Evaluation	Ensure quality monitoring and evaluation by each grantee, and ensure regular POF-wide and target-area wide lesson learning takes place. Develop stand-alone, or contribute to an existing online repository of management information data and M&E findings.
Support to Decision-Making	Provide advice to management on request on particularly challenging decisions that are to be made. Support Annual Review and other DFID programme management reports, through facilitating planning for Reviews, populating Review templates with monitoring data against log frame milestones, and providing timely POF-wide narrative reporting.
Ensure good POF programme management	In consultation with DFID, establish and maintain a POF results framework, delivery plan, inventories and risk matrix. Track finances and ensure accurate financial monthly forecasting for the entire programme.
COORDINATION AND OUTREACH	
Providing Secretariat function to UK government and donor coordination mechanisms	Where required, convening meetings, providing agendas, drafting minutes, tracking actions and follow up.
Facilitating coordination between POF grantees	Establishing appropriate coordination between POF grantees and facilitating effective lesson learning and information sharing between grantees.

16. Supplier Specific Requirements

18. The Supplier will demonstrate competence and prior expertise relevant to establishing and managing a fund, analysing conflict dynamics, and supporting peacebuilding activities at subnational levels. The Supplier will have an established expertise in flexible and adaptive programming methodologies, including capability to pilot innovative approaches and institute sensitive monitoring and feedback loops to enable iterative development of programming.

19. The Supplier will establish and maintain robust business standards, procedures and controls including an ethical approach that ensures no Conflict of Interest (CoI) arises as a result of the supplier acquiring privileged information regarding the operations of aid implementers and donors in South Sudan. Strict confidentiality will be maintained when the supplier reviews internal or proprietary documents of donors and implementing partners. The supplier will not seek commercial advantage based on access to proprietary documents or privileged information obtained as a result of the programme.

20. Other specific requirements are as follows:

- **Engagement and communications strategy:** The supplier will develop a communications strategy during the programme's inception phase with guidance from UK government departments. Key issues covered will include: management of risk, effective communication with those individuals and organisations targeted for support, beneficiary and non-beneficiary feedback, knowledge transfer and branding.
- **Financial management:** All funds will be managed by the supplier. No funds will be channelled through government systems.
- **Risk management:** The supplier will review and maintain a risk matrix. A high risk and unpredictable operating environment is likely to persist for the full duration of the

programme. Effective risk identification, mitigation and management will need to be demonstrated and practiced during implementation. Risk management will be discussed at least on a quarterly basis by the supplier and contributing donors due to the need to adapt to a changing context.

- **Procurement:** The supplier will develop a Procurement Plan in line with EU procurement principles, based on best practice and principles of transparency and value for money.
- **Asset Management:** The supplier will manage how assets are procured by the programme. This includes maintaining an asset register, ensuring third party responsibilities are clear, and considering whole life costs as part of ensuring cost effectiveness and value for money. Disposal of the assets at the end of the programme will be agreed by the contributing donor(s).
- **Demonstrating value for money:** The supplier will need to demonstrate and report on efficiencies and competitiveness in relation to staff salaries and associated costs, and overhead costs.
- **Implementation Plan:** Working closely with the contributing donor(s) the supplier will develop an Implementation Plan during the inception phase. This will apply an iterative management approach, framed around a rolling work plan. Where suitable the plans will give clear deadlines for the deliverables, including on:
 - Articulating ways of working and management of the Fund;
 - Setting up the office, procuring assets; and
 - Developing a mission statement and detailed activity workplans, including plans for identifying, agreeing and reaching Targets for Support.

The implementation plan will be regularly reviewed by the SRO and by the UK government through the Programme Board, and will develop and flex in response to learning during the programme and any changes in the context. The Programme Board will consist of representatives from FCO, DFID and MOD. It will meet at least once every 6 months, but may be called more frequently at the request of HMG.

- **Monitoring and Evaluation:** With input from the SRO and Programme Board the supplier will develop a detailed M&E Strategy based on use of the Outcome Mapping methodology. This will include proposals for baseline studies to be conducted during the inception phase. This will also include a review (an evaluation or equivalent exercise) conducted at the mid-point of the programme that considers the progress of the POF, wider context, and likely timing for a decision on whether to expand and/or extend the programme. The review would look at:
 - The relevance, effectiveness, efficiency and sustainability of a sample of Fund investments. This will include determination of conflict sensitivity and risk mitigation measures;
 - The extent to which each approach is perceived to be relevant and making an effective individual and overall contribution to the Fund's objectives, i.e. impact in peacebuilding terms; and
 - The strategic impact of the Fund and the extent to which investments are perceived or can be argued to make up a coherent portfolio and have a systemic impact on peacebuilding in the targeted areas.
- **Ensuring flexibility, adaptability and durability:** The Supplier will be required to adopt an adaptive and flexible management approach, revising programme plans and strategy regularly based on monitoring. They will work closely with third party monitoring and learning/evaluation programmes established by DFID. The Supplier will proactively propose measures to ensure the POF is fit for purpose and sufficiently flexible to

manage various supply and demand requirements. The supplier will need to be flexible to adapt to any potential scale up or down of programme activities. The POF will also need to be sufficiently resilient to continue to be relevant and effectively respond to sudden changes in the operating environment, including the worst case scenario where donor organisations, some implementing partners and the supplier are evacuated from South Sudan. Systems for providing virtual support should be considered; in this regard the supplier will need to demonstrate effective and lean utilisation of staff resources.

- **Sustainability:** The programme's sustainability approaches will include capacity building for donor agencies and implementing partners, cross-donor buy-in and ownership, and donor oversight to ensure effective and greater accountability under the programme. The supplier will also consider how the POF should effectively engage local voices and actors in South Sudan and consider how national expertise can be effectively integrated into the operations of the Fund in the medium to long term.

17. Skills and Expertise

21. In establishing a Fund the Supplier will appoint a team which may comprise of the functions of: Conflict Adviser/team leader, M&E/lessons lead, finance/grants management lead, research lead and field officers in each of the two programming locations..

18. Inception Phase

22. It is anticipated that there will be a 3 month inception phase. During this phase, the Supplier will maintain a light footprint: an experienced conflict adviser with a background in peacebuilding and/or stabilisation who will double as Team Leader; and a national Programme Officer focussed on management of grants, administrative support, M&E and reporting. During this period the Supplier will facilitate cross-embassy consideration of the opening portfolio of initiatives to be funded and the selection of up to 2 subnational target areas for the POF. It is assumed that both staff will receive corporate support from the supplier's headquarters in relation to platform setup, operating procedures, administrative and programme management systems.

Programme management and governance

23. Funding will be ring-fenced into three separate 'Windows': a) the primary Subnational Window which will typically hold 80% of routine project funding, b) a secondary National/International Window which will hold 20% of routine project funding, c) a third Innovation Window of £500,000 will be held to cater for special projects which do not fit pre-defined grant criteria or prioritisation from rolling assessments, for example the project for demilitarisation of at-risk youth mentioned above
24. Allocations under £150,000 will be made under the direction of the SRO; allocations over £150,000, or of any value and considered politically contentious or risky, will be made under the direction of a cross Embassy (DFID, FCO, MOD) Programme Board. Investments that touch upon any external donors' interests may also be referred to a Joint Donor Group, chaired by DFID.

19. Programme Board

25. The Programme Board will consist of representatives from FCO, DFID and MOD. It will meet at least once every 6 months, but may be called more frequently at the request of HMG.
26. Terms of Reference for the Programme Board will be developed by the Supplier as part of the inception phase.

20. DFID Management

27. DFID South Sudan's Senior Conflict & Governance Advisor will provide the technical and management lead, acting as the programme SRO. The supplier will report on technical and programme management issues to the SRO. The SRO will sit on the Programme Board. A dedicated DFID Programme Manager will ensure effective contract management of the supplier and will support the supplier as appropriate throughout the assignment.

Performance management

28. There are two elements to how the performance of the intervention will be monitored and assessed. The first relates to the Supplier monitoring and assessing the programmatic activities in South Sudan. The second relates to DFID South Sudan monitoring and assessing the Fund Manager.

Supplier monitoring capability

29. One of the key roles of Supplier staff will be project monitoring. By basing staff over time both in Juba and in sub-national target areas, ongoing close monitoring will be possible for each investment. In addition:
- Existing DFID third party monitoring and evaluation contractors may be required to undertake monitoring, as well as to share evidence and learning from their ongoing work by agreement with the relevant SRO;
 - At the discretion of the SRO, the CSRF (or its successor) can assist with monitoring, either of the conflict context in areas of operation, or by undertaking 'deep-dives' into specific project related issues;
 - The Fund will establish an effective beneficiary feedback system, such as SMS/Voicemail, that allows comments to be received on Fund projects and for the Fund to communicate back to those logging comments or complaints should they wish to identify themselves;
 - All investees (implementing partners) will be required to provide regular progress reports – usually quarterly but sometimes more regularly; and
 - The Supplier will have dedicated budgetary resources for M&E and research with which to resource any of the above activities.

Monitoring the Fund Manager

30. DFID will use the following mechanisms to monitor and assess the fund manager:

- The proposed results framework contains Supplier performance metrics;
- DFID will task third-party monitoring contractors currently engaged to monitor other existing programmes to also monitor Fund investments;
- DFID and the supplier will establish a set of payment milestones as part of the Supplier contract, based on a Fee for Service model; and
- The SRO and programme manager will provide ongoing oversight of the Fund Manager, identifying performance issues or adaptations required in line with ongoing monitoring and learning.

21. Payment Structure

31. The tendering process will be managed by the DFID SRO, with the support of the DFID South Sudan Commercial Delivery Manager. DFID's Procurement & Commercial

Department will support the tendering process and handle commercial evaluations of bids. Ultimately, the contract will be managed by the DFID SRO. Payments to the Supplier will be based on the achievement of milestones and key performance indicators. During the inception period, these will be:

- Office procurement, setup and staffing complete (contract start + 1 month);
 - Logistics planning and processes for field travel in place (contract start + 2 months);
 - Geographical coverage (two subnational areas) identified, agreed and presence established (initial HMG discussions on criteria and potential areas undertaken pre-contract start by DFID SRO, supplier to scope a shortlist of four areas scoped by contract start + 2 months; presence established in both selected areas by contract start + 3 months);
 - A fully costed budget for the Implementation Period in place, including the allocation of staff time and annual cash flows (contract start + 2 weeks);
 - An annual workplan developed with milestones and action plan for implementation (contract start + 3 months);
 - A risk assessment matrix with mitigation measures produced (contract start + 1 month);
 - Reporting formats that meet DFID standards (to be assessed by DFID SRO) proposed and agreed;
 - Procurement plan agreed (contract start + 1 month); and
32. Updated communications plan finalised (contract start + 3 months); During the inception period, DFID and the Supplier will discuss and agree performance requirements and payment milestones for the implementation period. These may include but not be limited to :
- Timeliness and quality of reports
 - Grant approvals and fund disbursement efficiency
 - Quality and accuracy of resource accounting forecasts and outturn
 - Effectiveness of beneficiary feedback system
 - Conduct and updating of local conflict and political economy analyses
 - Developing long-term and meaningful collaboration between local level peacebuilding state and non-state actors
 - DFID approval and successful application of key systems including knowledge management and results reporting.
33. DFID will use these to drive supplier performance: the targets must be met to ensure full payment is received. The key to ensuring that the contract will contribute to the realisation of the assumptions in the Theory of Change is to ensure that it is structured in line with the core elements of the POF identified in the Strategic Case.
34. Suppliers should include in their proposals detail on the parameters for DFID to release part or all of payment for achievement against milestones.
35. It is expected that the Supplier will have considered Exchange Rate Fluctuation risk for the duration of the programme and subsequently price any potential bids accordingly.

22. Reporting and Verification

36. Final reporting requirements will be established in the inception phase but are expected to cover:
- Monthly forecasts of expenditure; monthly financial reports, detailing expenditure and breaking this down across component areas of the programme strategy, at a minimum detailing outreach versus targeted support; and a certified annual audit statement showing funds received and expended;
 - Annual budget report identifying cost efficiencies and demonstrating value for money across all activities and during the life time of the programme
 - Monthly activity reports detailing key progress on activities, successes and emerging risks to delivery;

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- Annual POF performance and lesson learning report, aligned to issue ahead of the Annual Review and three months ahead of the Project Completion Review processes and reflects the key areas of these documents; providing a basis for assessing the annual performance of the programme;
- Asset registers updated as required and at least six-monthly;
- Risk matrix updated monthly setting out a clear strategy for monitoring, managing and mitigating risks and contingency plans.

Table 3: Reporting requirements

DELIVERABLE	TIMELINE
Quarterly forecast and expenditure reports, with monthly resource based forecasts	Quarterly, monthly
Audited accounts	Annual
Budget report and vfm framework	Annual
Activity reports	Quarterly
POF performance and lesson learning report	Annual and end of project (meeting DFID Annual Report and Project Completion Report standards)
Asset register	Six monthly
Risk register	Monthly
Exit/Transition Strategy	9 months before the end of programme

37. All reports submitted must be accurate and submitted on time to a format meeting DFID corporate requirements (. All reports should be of a length and level of detail appropriate to the purpose, as concise as possible and written in plain English. In addition, the supplier is expected to support all project reviews to monitor and evaluate performance.
38. DFID may contract a Third Party Monitoring organisation to verify, monitor or evaluate activities and results across the POF. The supplier will need to work openly with this organisation to ensure continual learning and development.

23. Timeframe

39. The duration of the contract will be 2 years beginning on the contract start date. It is expected the supplier will be ready to start the operations in June 2019. The contract will include an option to extend for up to a further 12 months. In such event that DFID take the decision to increase the scale of the programme during its entire term (including any extensions), whether as a result of increased UK contributions or funding from other donors, the increase will be up to an additional £1.6m over and above the financial limit and/or the time limit of the original contract.

Review Point

40. There will be Break Points in the contract where the supplier will require formal approval from DFID before starting work on the next stage:
- Review Point 1: 3 months after the contract start date to review the Inception Phase deliverables
 - Review Point 2: 12 months after the contract start date to review implementation phase performance to date.

41. Movement from one stage to the next will be dependent on satisfactory performance and progress of the supplier. As per FCO's standard Terms and Conditions, DFID reserves the right to terminate the contract with 30 days' notice to the Supplier.
42. The contract will have provision for variation to adapt to changes that occur during the life of the programme. Following DFID reviews, DFID shall reserve the right to scale the requirement up or down over its lifetime to include potential changes to programme scope, geographical and country reach and contract value (where appropriate). Any such changes will be fully communicated to the supplier and implemented in accordance with the terms and conditions and procurement regulations.
43. The supplier must maintain flexibility in approach and be able to exit from high risk environments as required and with agreement from DFID. Review point 2 is also an opportunity to consider extending the length and value of the contract to deliver additional outcomes that are underpinned by the same outputs detailed in these terms of reference. Any such extension would be mutually agreed by DFID and the relevant suppliers with appropriate level of DFID sign off (currently sign off by ministers for contracts over £1m).

24. End of Contract Activities

44. Six months before the expiry date of the contract the Supplier will prepare a draft Exit Plan for DFID's approval which shall include:
 - A disposal plan for all assets procured throughout the lifetime of the programme in accordance with DFID procedures on asset management and disposal which will be provided by DFID;
 - The supplier's plans on co-operating to ensure the smooth transfer of responsibilities from the supplier to any persons or organisation taking over such responsibilities after the contract ends;
 - The supplier's plan to deliver to DFID (if requested or as otherwise directed by DFID) prior to the contract end date (or termination of the contract), any finished work or, unfinished materials or work-in-progress which relate to the contract;
 - The supplier plans to provide DFID before the contract ends a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the supplier;
 - The return by the supplier of all Confidential Information to DFID before the contract end date;
 - Allowance for a period of up to sixty (60) days after the contract end date (or termination date) for the exit process to be properly implemented.

Duty of Care

45. All supplier personnel (including its 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 its personnel and any third parties affected by its activities, including appropriate security arrangements. The supplier will also be responsible for the provision of suitable security arrangements for its domestic and business property. DFID will share available information with the supplier on security status and developments in-country where appropriate. Travel advice is also available on the FCO website and the supplier must ensure it (and its personnel) are up to date with the latest position.
46. The supplier will be required to operate in conflict-affected areas. The security situation is volatile and subject to change at short notice. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas

required within South Sudan in order to deliver the contract. It is not expected that the Supplier would put staff at risk or send them to the most insecure areas, but the supplier must have the ability to work in a wide range of districts / sub-districts across South Sudan.

47. The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the contract. The supplier must ensure its personnel receive the required level of training prior to deployment (where applicable).
48. The supplier 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 supplier-specific requirements the supplier has been contracted to deliver (if successful in being awarded the contract).
49. The Supplier must confirm in their proposal that:
 - They fully accept responsibility for Security and Duty of Care.
 - They understand the potential risks and have the knowledge and expertise to develop an effective risk plan.
 - They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
50. DFID will not award a contract to a supplier which cannot demonstrate that it is willing to accept and has the capability to manage its duty of care responsibilities in relation to the supplier-specific procurement. Please refer to the Supplier Information Note on the DFID website for further information on our Duty of Care to Suppliers Policy² and Annex 1 the South Sudan Country assessment.

Other Requirements

51. It is a requirement that the Supplier has the necessary authorisation and accreditation to work in South Sudan. There is an expectation that the majority of programme staff will be based full time in South Sudan and that the Supplier has the capacity to support them

Delivery Chain Mapping

52. Suppliers will be able to demonstrate a full and comprehensive approach and methodology for undertaking due diligence and taking on the risk management of all downstream delivery partners. DFID may request specific audits of the project and all project partners to be undertaken.
53. In advance of any release of funds, suppliers will be required to produce a delivery chain risk map which should, where possible, identify all partners (funding and non-funding e.g. legal/contributions in kind) involved in the delivery of a programme. As a minimum, it should include details of:
 - The name of all downstream delivery partners and their functions;
 - Funding flows (e.g. amount, type) to each delivery partner; and
 - High level risks involved in programme delivery, mitigating measures and associated controls.

Transparency

² <http://www.dfid.gov.uk/Work-with-us/Procurement/Duty-of-Care-to-Suppliers-Policy/>

54. DFID requires suppliers receiving and managing funds to release data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.
55. It is a contractual requirement for all suppliers to comply with this approach, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this DFID – further International Aid Transparency Initiative (IATI) information is available from: www.aidtransparency.net

UK Aid Branding

56. Suppliers that receive funding from DFID must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications, but no publicity is to be given to this Contract without the prior written consent of DFID. The Supplier must adhere to UK aid branding guidance. For more information see: <https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo>.

Digital

57. Suppliers that receive funding from DFID must follow UK Government's and DFID's standards for the use of digital in international development programmes. Details are available here: www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-dfid-partners-and-suppliers.

Do No Harm

58. DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
59. The programme is targeting a highly sensitive area of work. The supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID.
60. A commitment to the ethical design and delivery of evaluations including the duty of care to programme stakeholders and their own staff must be demonstrated.
61. DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of this programme. However, it is important to adhere to principles of "Do No Harm" to the environment.

Protection of Personal Data

62. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard clause 33 Protection of Personal Data of the Framework Agreement

Appendix A: of Contract Section 3 (Terms of Reference)
Schedule of Processing, Personal Data and Data Subjects

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract</p> <p>3) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.</p> <p>4) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of anonymised data as it does not constitute Personal Data.</p>

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Project: Peacebuilding Opportunities Fund

Country: South Sudan

Date of Assessment: 23/02/2018

DFID Overall Project/Intervention – Summary Risk Assessment Matrix:

As part of its Duty of Care Policy, DFID South Sudan has assessed the country and project risks in order to allow suppliers to take reasonable steps to mitigate those risks during the duration of the contract. Below is the key for attributing overall scoring.

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

A matrix showing the latest risk scores for South Sudan as at February 2018 is set out below. These continue to remain valid at the time of these ToRs being developed:

Theme	DFID Risk score: South Sudan
FCO travel advice ¹	4
Host nation travel advice	Not available
Transportation	4
Security	4
Civil unrest	5
Espionage	2
Violence/crime	5
Terrorism	3
War	3
Hurricane	1
Earthquake	2
Flood	3 ³
Medical Services	4
Nature of Project/ Intervention	3
OVERALL RATING	4

South Sudan has been assessed as ‘4’, which is high risk. Suppliers should consult FCO travel advice for the latest identification of high risk areas.

The supplier will be responsible for the safety and well-being of their Personnel whilst they are in South Sudan (as defined in the Terms of the Contract) and Third Parties affected by their activities under this Contract, including having appropriate security arrangements in place. Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing this evidence suppliers should consider the following questions:

1. Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by DFID)?
2. Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?

¹ Please visit the Foreign and Commonwealth Office (FCO) travel website for South Sudan:

http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/sub-saharan-africa/south_sudan.

³ Flooding does occur during the rainy season between August and November in the North and North-Eastern States of Warrap, Lakes, Unity, Jonglei and Upper Nile.

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3. Have you ensured or will you ensure that your staff are trained (including specialist training where required) before you are deployed and will you ensure that on-going training is provided where necessary?
4. Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
5. Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
6. Have you appropriate systems in place to manage an emergency / incident if one arises?

The supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property in-country; for ensuring appropriate on-going safety and security briefings for all of their Personnel working under this Contract. Up to date travel advice is available from the Foreign and Commonwealth Office (FCO) website for South Sudan:

http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/sub-saharan-africa/south_sudan

DFID will share, where available, information with the Supplier on the security status and developments in-country where appropriate. The Supplier must ensure that they have received the required level of training on safety in the field prior to deployment to South Sudan.

The Supplier should be comfortable working in all such environments described above and must be capable of deploying to any areas required within the country in order to deliver on the terms of reference for the Contract.

**DFID South Sudan
August 2018**

Annex 2: Theory of Change

The following Theory of Change (ToC) shows how the programme outcome may be achieved:

If the Peacebuilding Opportunities Fund:

- a) is established and operates in a manner that incorporates available evidence on good practice in peacebuilding,
- b) bases its decisions on high quality analysis of conflict and power dynamics,
- c) has the capability and resources to act on those decisions and implement them on the ground, and
- d) provides effective and appropriate support to South Sudanese actors and institutions necessary to manage conflict,

then it will over time contribute to a reduction in the intensity of conflict drivers and enhance capacities and institutions required to manage conflict non-violently.

The Fund is more likely to have a strategic effect at scale **if**:

- a) it is prepared to take risks and be innovative,
- b) it is agile and responsive in its decision making,
- c) if it successfully identifies and engages with actors at all levels who are seeking to enhance accountable governance and overcome conflict,
- d) HMG commits resources and maintains focus on peacebuilding over the long-term, and
- e) the Fund, Supplier and DFID operate in such a way as to create wider interest, coordinate with others.

Annex 2 – Schedule of Prices & Rates