

Section 3
SECURITY SECTOR ACCOUNTABILITY & POLICE REFORM
PROGRAMME (SSAPR)
TERMS OF REFERENCE FOR THE IMPLEMENTATION OF A THREE
MONTH SUSPENSION PHASE OF AN EXTERNAL ACCOUNTABILITY
COMPONENT IN THE DEMOCRATIC REPUBLIC OF CONGO (DRC)

BACKGROUND

1. The UK Department for International Development (DFID) is committed to safety, security and access to justice for all, and recognises that this is critical for long-term development and economic growth. In the DRC, DFID's overall purpose is to help the people and Government of DRC (GovDRC) sustain peace and reduce poverty as set out in the new DFID DRC Country Plan, published in May 2008 and revised in the latest Country Operation Plan, published in May 2011. Improved governance overall (and particularly security and justice) is a key pillar of the PRSP I and II (Document Stratégique pour le Croissance et la Réduction de Pauvreté – DSCRPI et II) and the Government of the DRC's Programme d'Actions Prioritaires (PAP)¹.
2. The Government of DRC's *Contrat du Gouvernance* (February 2007) sets an overall reform agenda focused on the following issues:
 - a. Improving the quality of service delivery within the security sector;
 - b. elaborating a clear policy framework within which institutions responsible for security can operate;
 - c. transparency mechanisms that are integrated into the process of establishing security services;
 - d. ensuring proper command and control of armed forces and the transformation of the Congolese police into a civilian police;
 - e. tackling impunity within the justice sector
 - f. Ensuring national ownership of the overall reform process, and reinforcing respect for the rule of law and human rights and democratic standards within the reform process.
3. In response to this national prioritisation, the Common Assistance Framework (CAF)², prepared by a donor group representing 85% of overseas development assistance (ODA) to DRC, also includes security and justice sector reform as a central part of this strategy. The PAP defines the overall sectoral objectives as: clarifying the roles and mandates of security sector institutions; and establishing effective parliamentary and civil society and budgetary control and oversight.
4. The overall purpose of the programme is two-fold:

¹ July 2007- December 2008

² July 2007

- a. Strengthening accountability of the security and justice sectors in the DRC;
 - b. Supporting long term police reform including the provision of immediate benefits for poor people in terms of improved security and access to justice.
- 5. The SSAPR programme is made up of the following programmatic areas:
 - a. An **External Accountability programme** focusing on strengthening civilian participation, oversight and control mechanisms. This will include support to key GovDRC state institutions such as the Parliament; Security and Justice Commissions and non-state organisations like civil society, media and academic institutions and policy and research based think tanks in the DRC.
 - b. An **Internal Accountability programme** focusing on the following broad areas:
 - i. Supporting cross-government co-ordination, accountability and internal oversight of GovDRC security sector institutions - at both the national and provincial levels;
 - ii. Strengthening GovDRC capacity to monitor and evaluate service delivery in the security and justice sectors;
 - iii. Addressing financial sustainability of the police reform process through supporting GovDRC to assess future budgetary needs of the Police Nationale Congolaise (PNC);
 - c. A **Police Support programme** focusing on support to the national police reform process and capacity building for the Police Nationale Congolaise (PNC), with a particular focus on the implementation of “police de proximite” (community policing) in the three pilot provinces (Bas Congo, Western Kasai and South Kivu); and
 - d. A **Monitoring and Evaluation** component which will promote continuous programme improvement through facilitating effective lesson learning, risk management and ensuring that robust approaches to measuring progress against indicators is established and followed.
- 6. A Management Organisation (the supplier) will lead on the delivery of the following programmatic areas **(b) – the External Accountability programme** - and will be responsible for the delivery of activities related to this area working in an integrated manner with the other SSAPR components – **b; c** and **d** - which are being implemented by separate service providers.

7. The DFID DRC Country Operation Plan identifies two major cross cutting issues to be considered in the design of each major programme:
 - a. Climate and environmental issues and;
 - b. Meeting the needs of women and girls in the DRC.
8. The UK government took the decision on February 12nd 2015 to terminate SSAPR Programme following the release of a UN Joint Human Rights Office report in October 2014, which alleged human rights violations by elements of the Congolese National Police (PNC) during the anti-delinquency operation 'Likofi'.

OBJECTIVES

9. DFID is considering a 2 month extension period to the programme, covering the period April 2014 – May 2015.
10. The specific objective of this contract, which will be delivered by the contracted supplier, is to deliver and manage the implementation of the External Accountability component.
11. The contract will provide for the delivery of a number of relevant activities during the current termination phase, without any direct support to the Government of the DRC.
12. The supplier will ensure that this component is managed and delivered in an integrated way with the other components of the SSAPR programme. A Memorandum of Understanding (MoU) setting out how the partnership arrangements between the SSAPR contractors and ways of working will be put in place and agreed. The supplier will respect and adhere to the terms and conditions of the MoU.
13. In line with the required integrated cross programme approach, the current Terms of Reference should be read in conjunction with the Terms of Reference for the implementation of the **External Accountability** and **Monitoring & Evaluation** components. These are attached to this document as Annexes A and B.

RECIPIENT

14. The primary recipients of the services during this suspension are DFID DRC and ultimately the citizens of DRC.

SCOPE OF WORK

15. During this termination phase of the programme the supplier will:

- a. Work in partnership with the other SSAPR implementing partners – **Pricewaterhousecoopers (PWC) and Effective Development Group (EDG)**. The supplier will provide full access to all relevant information to EDG (being the supplier responsible for delivering the monitoring and evaluation component of the programme).
- b. The supplier will work together with the full range of international donors and implementing partners active in the police and security sector reform sector in the DRC in order to achieve the programme's objectives.
- c. Fully contribute to jointly manage the programme through a Programme Management Office Board (PMOB) made up of SSAPR implementing partners – **Pricewaterhousecoopers (PWC); the Effective Development Group (EDG) and Development Alternatives International (DAI)** - and DFID DRC.
- d. Be responsible for ensuring quality control throughout project implementation, including individual and team performance management and portfolio quality.
- e. Manage the termination / 'close down management' plan (including asset management: asset reconciliation and disposal exercise);
- f. Develop lesson learning on 2010-2014 SSAPR implementation;
- g. Transfer learning and knowledge through: exit debriefs; provincial and national workshops; international handover workshops; lesson learning reports; the impact evaluation; and the project completion report.
- h. Provide a final closure report, including Audited Accounts.
- i. Proceed to the formal closure of the programme.
- j. Organize an internal review to assess the impact of the SSAPR programme and identify lessons learned covering the full scope and term of the programme's execution. This internal review will also cover specific issue pertaining to gender and gender-based violence.

CONTRACTING AND PROCUREMENT

- 16. DFID DRC will directly procure the services of the supplier in accordance with authorised processes to deliver the SSAPR programme. The supplier will have expertise and experience in delivering similar, comparable

programmes, experience of doing so in Africa and, preferably, in DRC with a strong track record in delivering results in ways which are cost effective and can be evaluated to be value for money.

17. The supplier will have to seek DFID DRC authorisation prior engaging in any contracting or procuring process during these 2 month closure period

ACCOUNTING / AUDIT

18. To enable DFID to meet its transparency commitment and requirements, payments to the supplier will be made monthly in arrears on the basis of budgets and invoices showing the overall spend for the previous month.
19. Annual audited accounts by an international audit firm will be provided and shared with DFID within 4 months of the supplier's end of financial year period.

MONITORING AND REPORTING

20. The supplier is required to contribute to the development of an integrated closure report for the SSAPR programme. The logframe will serve as the basis for monitoring and evaluation progress.
21. All formal SSAPR reports as set out above will be integrated with other cross-programme reports. The M&E component will be responsible for facilitating the process of their compilation and the supplier for the External Accountability component will fully contribute to this process.

TIMING

22. The implementation of this closure phase of the SSAPR programme will continue until 31 May 2015.

SECURITY

23. The supplier under the terms of this contract will be responsible for ensuring its own safety and security. Consultant(s) are recommended to work within the framework of the British High Commission's (BHC) security advice.
24. The UK does not accept liability for injury, loss or damage arising in any respect of any statement contained within its security advice.

DUTY OF CARE

25. The supplier is responsible for the safety and well-being of Personnel under this contract, including appropriate security arrangements. They will

also be responsible for the provision of suitable security arrangements for their domestic and business property.

26. DFID will share available information with the supplier on security status and developments in-country where appropriate. DFID will provide the following:
- a. All supplier Personnel will be offered a security briefing by the British Embassy/DFID on arrival. All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
 - b. A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.
 - c. DFID has established a dedicated focal point of contact for suppliers regarding security/Duty of Care.
27. The supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.
28. This Procurement may require the supplier to operate in conflict-affected areas, parts of which could be highly insecure. Travel to some zones within the region will be subject to travel clearance from the UK Government in advance. The security situation is volatile and subject to change at short notice.
29. The supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the contract (such as working in dangerous, fragile and hostile environments etc.). The Supplier must ensure their Personnel receive the required level of training and safety in the field training prior to deployment.
30. The supplier should establish a point of contact for security briefing and updates and share details with DFID focal point.

DFID ROLE

31. DFID DRC will ensure HMG fiduciary oversight for the suppliers' delivery of the programme to the GovDRC and Congolese citizens.
32. Within DFID DRC the Governance and Security Team is responsible for oversight of the SSAPR. The lead DFID officer for this programme will be the DFID DRC Security Sector Governance Adviser with support from the

Deputy Programme Manager, the Programme Officer and with guidance from the Team Leader / Senior Governance Adviser.

33. DFID DRC will quality assure quarterly and annual reports; the programme's Implementation Strategy and on-going progress reports in line with fulfilling the responsibilities of the Secretary of State's obligations to ensure effective use of UK government funds to Parliament. The mandatory Annual Review processes, where delivery of the SSAPR programme benefits to Congolese citizens will be assessed against the logical framework, will also contribute to discharging this statutory responsibility.

Annexes

1. Annex A – Terms of Reference for the Internal Accountability and Police Support Component.
2. Annex B – Terms of Reference for the Monitoring & Evaluation Component

DFID DRC
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