Section 4 Appendix A Terms of Reference





Lebanon Conflict Stability and Security Fund Palestinian Youth Project Terms of Reference

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1. Introduction

- 1. The Department for International Development (DFID) is seeking a supplier to **design**, **deliver**, **monitor and evaluate** a project which improves social stability in Palestinian communities across Lebanon by addressing youth frustration.
- 2. DFID's assertion is that young Palestinians can be agents for positive change in their communities. Without clear leadership or the opportunity to participate socially, economically and in the governance of their local community, however, young Palestinians are often left feeling idle, frustrated and marginalised, and therefore much more likely to become involved in negative coping mechanisms that put themselves and their communities at risk, and that cause further instability.
- 3. This project will take a multifaceted approach, addressing four areas identified by DFID and emerging international literature as central to addressing the drivers of instability and youth frustration. These are improved (i) social and (ii) economic participation, (iii) inclusion in local governance and (iv) interpersonal and community conflict mediation and prevention. DFID would like to draw on the experience and expertise of any potential supplier however, and are open to the supplier challenging our suggested thinking for achieving the project's impact.
- 4. DFID are looking for a supplier with a detailed understanding of the political context in Lebanon, extensive access to Palestinian communities across the country and a proven track record in delivering similar projects within them.
- 5. The supplier will have experience of delivering flexible and adaptable approaches that learn and evolve to meet changing needs and circumstances. A flexible and adaptive approach will ensure the project learns from Palestinian youth and will encourage beneficiaries to share their ideas, make choices for themselves and take ownership of the project. Interventions will be conflict sensitive and mainstream gender throughout, ensuring the project 'Does no Harm' and that women's and men's (and boys' and girls') different rights and needs are recognised and addressed, and women/girls and men/boys share the benefits.
- 6. The supplier will have experience of working with large donors, an understanding of how to consolidate and analyse information, be capable of producing and presenting high quality reports to DFID and others and the ability to manage and report financial performance regularly and accurately. They will also have a strong understanding of stability programming and experience in working constructively with external evaluators.

2. Background

7. In 2015, the UK Government launched the 'Conflict Stability and Security Fund' (known as CSSF), replacing the Conflict Pool. The CSSF builds on the success of the Conflict Pool by bringing together existing UK capabilities, experience and resources from across government departments to help prevent conflict that affects vulnerable people in the world's poorest countries, and tackle threats to UK interests from instability overseas.

- 8. Priorities for the CSSF are set by the UK Government's National Security Council (NSC), which ensures that a strengthened cross-departmental approach is taken, drawing on the most effective combination of defence, diplomacy and development assistance. The CSSF aims to ensure the UK can both respond quickly to crises, and address longer-term conflict prevention by tackling the root causes of conflict abroad, such as by providing military capacity building, human rights training and facilitating political reconciliation and peace processes.
- 9. In 2016-17, part of the CSSF's allocation in Lebanon is for projects that protect Lebanese stability, by addressing the causes of social tension. Building on existing research and current programming, the UK will focus on three areas including the promotion of social stability in Palestinian camps. The UK Embassy in Lebanon has run projects with Palestinian youth in camps for several years and is looking to continue its work in this area with new CSSF funding.

3. Objective

- 10. The **objective of this contract** is to **design**, **deliver**, **monitor and evaluate** a project which improves social stability in Palestinian communities across Lebanon by addressing youth frustration. This Terms of Reference understands 'social stability' in a broad sense related to building positive and inclusive inter and intra community relationships, addressing the drivers of conflict and establishing and developing genuine social cohesion, sustainable peace and development.
- 11. With this in mind, commentators have often referred to the 'deprivation' and 'social exclusion' of Palestinians in Lebanon, citing a 'void' in Palestinian communities as a result.¹ An UNRWA needs assessment in December 2010 found that around two thirds of the pre-crisis Palestinian refugee population (Palestinian Refugees in Lebanon 'PRL') were considered either poor or extremely poor.² In 2015 a further UNRWA needs assessment found the same critical need amongst the 42,000 Palestinian Refugees from Syria in Lebanon ('PRS'), with 90% being considered 'poor', 'almost all' requiring humanitarian support, and '1 in 10 living in extreme poverty, with youth disproportionately affected'.³
- 12. The protracted refugee crisis in Lebanon, and the unique situation of Palestinian long-term refugees hosting new refugees, has increased competition over resources, services and livelihoods. A 2014 UNDP report highlighted the lack of political representation, social stigmatisation and widespread discrimination affecting Palestinian refugees in Lebanon, as well as the barriers to the jobs market.⁴
- 13. Palestinian refugees are therefore marginalised, with limited civil and socio-economic rights, and the Palestinian camps consistently register social and economic indicators below national and regional averages, in terms of household income, basic services and access to economic opportunities. Exacerbating the situation is the governance vacuum, whereby no single body represents or is able to meet Palestinian refugee needs, resulting in a lack of accountability, participation or security.

¹ With research undertaken on behalf of the UK Embassy in Lebanon supporting these findings

² UNRWA (2016) Syria Emergency Appeal, Pg. 18

³ UNRWA (2016) *Syria Emergency Appeal*, Pg. 18

⁴ UNDP (2014) Profiling Deprivation: An Analysis of the Rapid needs assessments in Palestinian Gatherings Host Communities in Lebanon. Pg. 58 &23

- 14. Emerging evidence suggests that many of the issues that affect stability are interrelated and multifaceted, with no one issue causally responsible for deep-seated sources of youth frustration.⁵ Without clear leadership and opportunities to participate, many young people are left idle, frustrated, and are therefore more vulnerable to negative coping mechanisms that can put themselves and their communities at risk. Taking a multifaceted approach therefore has been found to be more successful in addressing drivers of instability than projects focusing solely on isolated work strands.
- 15. To reflect current thinking, DFID is seeking a supplier to design and deliver a flexible and adaptive project that takes a multifaceted approach to improving social stability in Palestinian communities across Lebanon by addressing youth frustration. The expected **impact** of the intervention is that **social stability and resilience are enhanced through a reduction in inter- and intra-community tension**.
- 16. This flexible and adaptive project will listen and learn from the views, experiences and feedback of the beneficiaries throughout project delivery; blending design and implementation through an ongoing cycle of delivery, reflection and revision to ensure the project continues to meet the outcomes and impact of its initial design.

4. Recipient

17. The primary recipients of these services are individuals targeted by the intervention in 'Palestinian communities' designated as 'Youth' (see definition below).

4.1. Palestinian Communities

- 18. DFID understands 'Palestinian communities' as the Palestinian camps and gatherings that accommodate Palestinian refugees (PRS and PRL) in Lebanon. Based on achieving the overall project objective, the supplier will be expected to give an indicative list and rationale for the locations the project will target in the proposal.
- 19. DFID's expectation is that to achieve the overall aim of improving social stability in Palestinian communities by addressing youth frustration, suppliers will need to design an intervention that focuses predominantly on the 12 Palestinian camps across Lebanon, as this is where the majority of the Palestinian community reside.
- 20. DFID would therefore expect the project to cover the majority, if not all, of the 12 Palestinian camps first and foremost, with the potential also for other areas such as Palestinian gatherings or work on intracommunity tensions if appropriate

4.2. Youth

⁵ Mercy Corps (2015), Youth and Consequences: Unemployment, Injustice and Violence, p. 4

- 21. The UN, for statistical purposes, defines 'youth', as those persons between the ages of 15 and 24 years, without prejudice to other definitions by Member States. They describe this period as the transition from the dependence of childhood to the independence of adulthood.
- 22. DFID takes a broader definition of "youth" as between 10-24, i.e. including early adolescence (10-14 years). Early adolescence is included as evidence shows that interventions at this stage are critical in enabling girls and boys to successfully transition through puberty into their reproductive years, and fulfil their potential.
- 23. Whilst acknowledging these definitions, the supplier should not feel restricted to targeting youth solely based on the 10-24 cut off or indeed the entire age range. DFID recognises that what is understood as 'Youth' is context specific, with anyone up to 35 being understood as youth in some contexts.
- 24. As many of the issues that drive instability in Palestinian communities will also involve individuals of all ages or may primarily involve a narrower age range of individuals than in DFID's definition of 'Youth', the supplier should take a flexible but consistent approach to how it understands the term youth and rationalises project recipients. For example, if the supplier's analysis suggests males and females between the ages of 23-33 are the most appropriate recipients to achieve the stated objective, this age range is acceptable as long as the supplier's approach is consistent and evidence based.

5. Scope of Work

- 25. The supplier will **design**, **deliver**, **monitor** and **evaluate** an intervention which improves social stability in Palestinian communities across Lebanon by addressing youth frustration. The expected impact will be that **social stability and resilience** are enhanced through a reduction in inter- and intra-community tension.
- 26. In line with current thinking, this intervention will be expected to adopt a multifaceted approach, recognising that issues affecting stability are interrelated with no one issue causally responsible for deep-seated sources of youth frustration in Palestinian camps. Recognising these issues, the supplier will design and deliver a project that ideally works across three areas identified by DFID and by emerging literature as central to addressing the drivers of instability and youth frustration: improved (i) social and (ii) economic participation, (iii) inclusion in local governance and (iv) mechanisms for interpersonal and community conflict mediation and prevention.
- 27. DFID's assertion is that young Palestinians can be agents for positive change in their communities. But that without clear leadership or the opportunity to participate socially, economically and in the governance of their local community, young Palestinians are left feeling, frustrated and marginalised, and therefore, much more likely to become involved in negative coping mechanisms that put themselves and their communities at risk, and cause further instability.
- 28. DFID would also like to draw on the experience and expertise of any potential supplier, however, and are open to the supplier challenging our suggested thinking for achieving the projects impact so long as this is well reasoned and evidence based, with a clear theory of change.

- 29. DFID recognises that working within such a challenging context, not all of the project's outcomes will be sustainable. Other outcomes however could have sustainable benefits to the young people targeted and their communities beyond the lifetime of the project. In the proposal and project design therefore, DFID expects suppliers to clearly articulate each project component's sustainability and rationale for this.
- 30. The scope of the supplier's work will be divided into three deliverables:

5.1. Deliverable 1: Project Design

- 31. Drawing on existing literature and research, its own extensive experience of what works and what doesn't work when addressing stability in Palestinian communities across Lebanon, and the feedback and opinions of Palestinian Youth, the supplier will deliver an evidence based project design which demonstrates a **flexible and adaptive approach** to delivering UK's stability objective in **Section 3**.
- 32. The supplier will design a project with a **demonstrable strategy for how the project will learn and adapt** to the changing context and needs of the Palestinian communities it is targeting; including (but not restricted to) clear mechanisms for collecting and learning from beneficiary feedback and the ongoing successes and failures of the project. A flexible and adaptive approach will ensure the project learns from the Palestinian youth targeted, encouraging them to share their ideas, make choices for themselves and through feeding these lessons back into project implementation, take ownership of project. More information is set out in **Section 8.1**
- 33. The supplier will also be expected to **mainstream gender throughout the intervention's design**. Mainstreaming gender equality means ensuring that women's, men's, boys' and girls' concerns and experiences are integral to the design of an intervention with the aim of making sure inequality is not perpetuated, women's and men's different rights and needs are recognised and addressed, and women and men share benefits. With the overall aim of promoting and impacting positively on gender equality,
- 34. In practice we will leave it to the supplier to decide on how best to mainstream gender into the design, but there is an expectation that gender mainstreaming will be based on demonstrable gender analysis and be reflected in the logframe. More information is set out in **Section 8.4** and **Annex B.**
- 35. This design will include a theory of change and logframe that meet DFID's impact objective set out in **Section 3.** The logframe will include quarterly milestones. This will be subject to DFID's final approval before the commencement of the project. Given the complexities of operating in Palestinian communities, DFID envisions stakeholder engagement to be central to the success of the project. DFID will therefore also require the supplier to conduct and share an analysis of the key stakeholders with whom to engage within the Palestinian communities it is operating during the design phase of the project.
- 36. The supplier will also ensure the requirements set out in **Section 8** are clearly targeted in the project design and will collaborate with relevant stakeholders during the design to ensure CSSF and DFID objectives, and lessons learned from previous UK interventions in Palestinian communities, are reflected in the final intervention.

- 37. During the design the supplier will develop an inception report (please see **Section 6**). As a minimum, the following content should be included in the report:
 - A Narrative Report explaining the intervention, including a Theory of Change for how the project meets UK stability objectives in Palestinian Communities and the requirements set out in **Section 8**
 - Initial Logframe (including risk matrix)
 - An analysis of the different Stakeholders within Palestinian Communities.
 - Final Budget
 - Final quarterly/annual payment plan
 - Delivery Plan for the next 6-12 months

5.2. Deliverable 2: Project Implementation

38. The supplier will be expected to deliver the project's initial design commitments, including its strategy for delivering a **flexible and adaptive project** and **mainstreaming gender** set out under **Deliverable 1**. The project will learn from the Palestinian youth targeted, encouraging them to share their ideas, make choices for themselves and feed these lessons back into project implementation. The implementation of a project is understood by DFID as the "delivery of project objectives, including relationship management, financial management, management of resources, risk management, and monitoring and evaluation plans".

5.3. Deliverable 3: Project Monitoring and Evaluation

- 39. Throughout project implementation, the supplier will need to monitor and evaluate (M&E) the intervention. Monitoring is understood by DFID as "tracking progress towards targets in real time to allow for corrective action to be taken" and Evaluation the "continuous cycle of evaluating performance, learning and sharing lessons to adapt implementation". As part of its M&E, the supplier will need to demonstrate in reporting how the project is flexing and adapting to the changing needs and context of the Palestinian communities and mainstreaming gender throughout the project. This will include age and sex disaggregation of data.
- 40. In addition, the supplier will need to work with an independent evaluator who will be contracted by DFID to assess the mechanisms the supplier has in place as part of its flexible and adaptive programming strategy and evaluate the overall impact of the project. As part of this, the supplier will be required to facilitate the work of the evaluator and respond when necessary to recommendations. Further information explaining the expectations is available in **section 6.4**.

6. Project Management

6.1. Timeframe

41. DFID will contract the supplier for 2 years 6 months (30 months in total) beginning as soon as possible. The project will begin with a 27 month implementation phase followed by a 3 month closure phase. 42. There will be a possibility of up to a 15 month extension to the contract if there is a value for money rationale, need, and demonstration of acceptable project and supplier performance to date. If DFID decides not proceed with the extension period, the contract will be terminated at no cost to DFID, with the design and any associated work being the property of DFID.

6.2. Reporting

- 43. The supplier will report to the Senior Responsible Owner for the contract, who will be a CSSF Programme Manager based either in DFID London or the UK Embassy in Beirut.
- 44. During the inception phase, the supplier will be responsible for delivering an Inception Report (as outlined above). During the implementation phase, the supplier will be responsible for delivering quarterly progress reports and a detailed Annual Report. DFID will agree reporting templates with the supplier during the implementation phase.
- 45. The supplier will also be required to hold quarterly meetings with DFID to update on progress.

6.3. Phases

6.3.1. Design and Inception Phase

- 46. There will be a 3 month design and inception phase at the start of the contract to design, refine and finalise the final project design. The inception phase will last for a maximum of 3 months, but may end earlier should both parties agree the objective of the inception phase has been met.
- 47. Payment for the inception phase and progress to the implementation phase will be subject to DFID's approval of the inception report and reaching agreement on all aspects within it. Activities for implementation will not begin until DFID has approved the report.

6.3.2. Implementation Phase

48. There will be a 27 month implementation phase during which the supplier will deliver the commitments set out in the inception report. The supplier will be expected to update the delivery plan on an ongoing basis.

6.3.3. Closure Phase

49. A 3 month closure phase will follow the implementation phase, during which the supplier will deliver a final project report and logframe outlining the project's performance over the lifetime of the contract. The supplier will also be expected to work with the independent evaluator during this period to conduct any final project evaluations.

6.4. Constraints and Dependencies

- 50. The supplier will need to work with an independent evaluation provider contracted separately by DFID. In the implementation phase, the supplier must collect data in line with the monitoring framework and evaluation strategy to inform the work of the evaluation provider.
- 51. The evaluator will be contracted to perform two services:
 - I. Evaluate the supplier's flexible and adaptive programming strategy. The Evaluator will require between 4 to 6 month access to the supplier to evaluate whether the project is adapting to the changing needs and context of the Palestinian communities as set out in the supplier's initial strategy. Given the frequency, this access will be as proportionate as possible to not disrupt project delivery but still deliver their objective.
 - II. Evaluate the project's performance at the impact level, looking at whether the project outcomes are achieving the desired impact, as set out in Section 3. The Evaluation contractor will be required to carry these out at 9-12 monthly intervals during the implementation phase.
- 52. The project has a high-risk rating. Recent violence and volatility across Palestinian camps underline the fragile and precarious situation many communities find themselves in. For this reason, the supplier must have extensive access to and understanding of Palestinian communities throughout Lebanon and the ability to work safely.

6.5. Delivery Mechanisms

6.5.1. Challenge Fund

- 53. DFID would accept a proposal which adopted a challenge fund model of financing local CSOs to improve coverage, access and integration of the project into the local community. DFID does not, however, envision a challenge model replacing the need for the 'lead' supplier to have 'extensive access to Palestinian communities across the country and a proven track record in delivering similar projects within them'. Rather a hybrid model of supplier delivery with a challenge fund component may complement or improve rather than replace large gaps in a supplier's access or delivery.
- 54. In this instance, DFID sees the potential benefit of using CSOs as providing community specific knowledge and experience, as well as enhancing a feeling of ownership by the local community. The use of CSOs would need to be balanced with strong pre-defined criteria for ensuring the overall project objective and that the requirements stated in section 8 are still being met. DFID would expect to see this reflected in the proposal.

6.5.2. Supplier Consortium

55. DFID would also be open to a consortium of suppliers working closely together to maximise access and delivery, with one lead supplier heading the bid and project team. It would need to be clearly demonstrated that this was an effective way of delivering the project's objectives, and that suppliers involved were experienced in operating under such a model. DFID would expect to engage with a single supplier - the 'lead' supplier – who would lead the projects delivery. Again, the lead supplier would need to be able to demonstrate the capability to manage such a delivery mechanism.

7. Budget

- 56. To deliver this 33 month contract DFID has a budget of up to £7,000,000 depending on the scale and scope of supplier's proposal. Suppliers are expected to outline and justify their proposed budget for the intervention, clearly demonstrating value for money, experience in delivering at a similar scale and expertise within their team to deliver.
- 57. Proposals should be in British Pound Sterling (GBP) and the successful supplier will be required to report and receive payment in GBP.

8. Requirements

58. The following section outlines additional requirements to **Sections 5 & 6** that a successful supplier will be expected to include in the project design and deliver throughout the intervention. Proposals should acknowledge and where necessary demonstrate how they will deliver these requirements.

8.1. Flexible and Adaptive Programming

- 59. DFID recognises that continuous learning and adaptation is essential for UK Aid to achieve maximum impact and value for money. It is important therefore that learning is systematically planned, adequately resourced and acted on in ways that are strategic and can maximise results.
- 60. From DFID's experience, **good projects learn and have the flexibility to adapt**. This means explaining how a flexible approach will operate in practice i.e. a guided process with feedback loops, sufficient time and realistic expectations. The scope for adaptation and learning is often constrained by the delivery choices made in design and thus place considerable importance on its consideration during the design phase.
- 61. DFID's assertion is that young Palestinians can be agents for positive change in their communities. Rather than simply implementing a project 'for' Palestinian youth, which only targets them, DFID wishes to implement a project 'with' Palestinian Youth, thereby capturing and encouraging their positive agency. DFID wants a project which learns from the views and experiences of Palestinian Youth during the design phase and continues listening, learning and adapting over the entire project implementation. DFID wishes to encourage Palestinian Youth to share their ideas, make choices for themselves and through feeding these lessons back into the project implementation, take ownership of the project.
- 62. Delivering this project will require a flexible and adaptive approach. The supplier should explain how they will use an adaptive management approach to ensure delivery of the intended impact and contain a financial plan, including a suitable payment model that permits the use of inputs and processes. These should allow the project to adapt to the changing needs and contexts over the project lifetime to allow for the most efficient delivery mechanism whilst focusing on payments which are linked to outputs and outcomes. DFID would accept the initial use of part-input-financed payments for the deliverables that

are less certain, allowing the Supplier to test experiments before scaling up and linking payments to the achievement of outputs. The Supplier is free to propose an alternative contracting model so long as this is well reasoned. Please refer to Annex D for more information on payment by results mechanisms.

8.2. Value for Money

- 63. The UK is committed to maximising the impact of each pound spent to improve poor people's lives. We are spending taxpayers' money and need to be able to explain and defend our decisions.
- 64. For the UK Government, value for money means aiming for the best feasible project, not just a good project. This means carefully appraising possible objectives and delivery options, considering how to use the market and competition and thinking creatively about how to get the best development impact. That does not mean that we only do the cheapest things. We need to understand what drives costs and make sure that we are getting the desired quality at the lowest price. We need to influence partners to do the same.
- 65. Nor do we just do the easiest things to measure. We need to explain what we value, be innovative in how we assess value for money, and what results we are trying to achieve with UK taxpayers' money. Value for money is not something that applies only to project design. It should drive decision making and management throughout the project cycle, and be included in project and project evaluations.
- 66. In delivering a value for money project, **suppliers must ensure proposals and proposed budgets demonstrate** economical, efficient and effective use of funds for the stated Objective.

8.3. Gender Equality and Sensitivity

- 67. The UK government recognises that gender equality and women's rights are central to resolving conflict and promoting peace and stability overseas. The International Development (Gender Equality) Act 2014 states in law the UK's commitment to providing official development assistance (ODA) " in a way that takes account of any gender-related differences in the needs of those affected by the disaster or emergency" and "is likely to contribute to reducing inequality between persons of different gender."
- 68. Throughout the intervention, gender transformative approaches should be prioritised as a means of effecting gender equality, improving the social and economic participation of girls and women and preventing gender specific disadvantages. For example, working with the community and individuals to change gendered norms and expectations, which perpetuate inequality, violence and harm to others and self. For each activity targeting girls and women therefore, the project should also assess how to engage men and boys to facilitate behaviors or social norm change. Throughout, the project should also take into account any necessary differences in engagement, approach or proposed activities which impact women, girls, men and boys differently. The below guidance, in conjunction with Annex B should help guide suppliers when writing their proposals.
- 69. The intervention promotes and impacts positively on gender equality, but gender equality is not the main objective of the intervention:

- i. The intervention makes a relevant contribution to realising gender equality through gender transformative approaches in the target country and/or population.
- ii. Concrete impacts on gender equality are captured in the results chain and appropriate indicators are developed. Gender equality measurement is captured in the M&E approach.
- iii. Components which support gender equality are described and laid out in the project document.
- iv. Gender-specific disadvantages will not occur, or, where they cannot be avoided, will be offset by additional measures.
- v. A proportionate statement summarising the impact on gender equality must be included in proposal, with gender transformative approaches given preference.
- vi. The supplier and any downstream partners will have a demonstrably robust Child Protection Framework and policies in place to ensure the safety of beneficiaries under 18 years old.

8.4. Conflict Sensitivity

- 70. To eradicate poverty in a complex and fragile world, the UK Government recognises that delivering results and addressing the underlying causes of poverty and conflict requires projects that can adapt to and influence the local context.
- 71. In particular, we want to fund partners who are able to go beyond 'does no harm' principles and identify opportunities for positive effect on the conflict dynamics, such as improved community relations and enhanced mediation and dialogue across the community-divide. We also expect partners to demonstrate an understanding of how the project might affect/is affected by extremist groups and how their project interacts with/counteracts drivers of extremism.
- 72. Suppliers' proposals should acknowledge the following areas:
 - i. Explain your policies, processes and resourcing for working in a conflict sensitive way, including how you undertake and regularly update conflict analysis for your area of intervention and how do you manage the risk of unintended negative impacts on conflict?
 - ii. Based on this analysis, describe how the conflict affects (or is influenced by) different groups and how they might experience conflict differently (e.g. women/girls, men/boys, persons with disability, minority groups)? How are these groups directly engaged in project design and execution?
 - iii. What opportunities for making an positive effect on the conflict dynamics have you identified, such as improved community relations and enhanced mediation and dialogue across the community-divide, beyond a purely 'do no harm' approach?
 - iv. Explain how you ensure conflict sensitivity across the life-cycle of your project including budgets, staffing, outreach/communications, procurement and M&E (e.g. resources and budget lines to carry out conflict analysis; competitive local recruitment; ensuring staffing does not reinforce conflict divisions; two-way dialogue with communities on key aspects of project; use of local procurement which is transparent and accountable).

8.5. Break Points

- 73. It is important for the supplier to note that DFID may scale the project up or down or cancel the project in response to project performance or strategic reprioritising.
- 74. The contract will include a break clause at the end of the inception phase where the Supplier will be required to submit an Inception Report. Proceeding to the implementation phase is dependent on DFID judging the satisfactory performance of the Supplier in the inception phase, DFID satisfaction of the Inception Report, a continuing requirement for the services, and agreement on work plans and budget for the following period.
- 75. There will be further breakpoints periodically for the duration of the contract following each Annual Review. Continuation from a review point is subject to the satisfactory performance of the supplier during the preceding period and the continuing needs of the project.

8.6. Staffing

- 76. The project team should include a staffing model that delivers value for money and can collectively provide:
 - i. Proved ability to implement projects using an adaptive and gender and conflict sensitive management approach.
 - ii. Experience working inside Palestinian communities across Lebanon.
 - iii. Access inside the Palestinian camps across Lebanon targeted by the intervention.
 - iv. Technical understanding and experience in delivering interventions within the project's focus areas and at the proposed scale.

8.7. Counter Terrorism Legislation

- 77. Terrorism is a serious threat and given the countries DFID operates in there is an increasing risk that DFID resources could be diverted for use by terrorist organisations or for terrorist activity. DFID is responsible for protecting its funds from diversion to these organisations. We, along with our partners, have to comply with domestic and international law.
- 78. The **Terrorism Act 2000 (TACT)** enables proscription of certain terrorist groups and makes it illegal to provide material assistance and support to individuals or groups knowing or having reasonable cause to suspect it will or may be used for terrorist purposes; This includes fund-raising, use and possession of money or other property and funding arrangements (Terrorism Act 2000).
- 79. DFID takes its own responsibility for protecting its funds from diversion to a proscribed organisation seriously and expects its partners to do the same. In line with UK legislation, throughout this project legal responsibility lies with the supplier who must undertake the appropriate checks to ensure it is not inadvertently funding or providing humanitarian goods to terrorist organisations. DFID therefore expects all suppliers to demonstrate an awareness and policies to ensure compliance with UK CT Legislation.

9. Duty of Care

- 80. Under these terms of reference, the contractor will be entirely responsible for the duty of care (DoC) of their staff, and any third parties involved, including for security, transport and accommodation during the assignments. Arrangements for these should be provided with the bid documents. The supplier will need to be able to travel to and work in various locations. Further information for the expected DoC requirements is provided below.
- 81. The supplier is responsible for ensuring appropriate safety and security briefings, and registrations, for all of their Personnel working under this contract, including third parties. Where the Supplier provides personnel in-country who are based abroad, travel advice is also available on the UK Foreign and Commonwealth Office (FCO) website, and the Supplier must ensure that they (and their Personnel) review regularly the latest advice.
- 82. 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 who are not based in country receive the required level of training and complete a UK government-approved hostile environment training course (e.g. SAFE training) or safety in the field training prior to deployment.
- 83. The Supplier must develop their proposal on the basis of being fully responsible for DoC in line with the details provided above and the initial risk assessment matrix developed by DFID (see Annex 1 below). They must confirm in their proposal that:
 - i. They fully accept responsibility for Security and Duty of Care.
 - ii. They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
 - iii. They have the capability to manage their Duty of Care responsibilities throughout the life of the contract
- 84. If you are unwilling or unable to accept responsibility for Security and DoC as detailed above, your proposal will be viewed as non-compliant and excluded from further evaluation.
- 85. Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence, the supplier should consider the following questions:
 - i. 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)?
 - ii. 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?
 - iii. Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?

- iv. 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)?
- v. 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?
- vi. Have you appropriate systems in place to manage an emergency / incident if one arises?
- vii. Have you employed a security company? Is the company registered with the government of Lebanon?
- 86. Responses to DoC will be reviewed on a pass or fail basis. Failure will result in the work not being considered for technical evaluation. However, clarification may be sought from prospective bidders in the first instance where DoC proposals are unclear.

Annex A - DFID Overall Project/Intervention Summary Risk Assessment Matrix

Project/intervention title: Addressing Drivers of Instability: Palestinian Youth Project

Location: Lebanon

Date of assessment: June 2015

Assessing official:

Theme	DFID Risk score		
Country/Region	Lebanon (excluding red and amber zones)*		
OVERALL RATING⁶	3		
FCO travel advice	3		
Host nation travel advice	n/a		
Transportation	3		
Security	3		
Civil unrest	2		
Violence/crime	3		
Terrorism	4		
War	2		
Hurricane	1		
Earthquake	3		
Flood	1		
Medical Services	2		
Nature of Project	1		

* see latest details on UK Foreign Office Travel Advice <u>https://www.gov.uk/foreign-travel-advice</u>

(Red = Advise against all travel; Amber = Advise against all but essential travel)

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

⁶ The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.