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Telephone: REDACTED
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File Ref: PO 7478

Date: 29 May 2020

Contract Amendment No: 2

CONTRACT FOR: **Humanitarian Resilience Programme in South Sudan (HARISS)
Evidence and Learning Facility in South Sudan (ELFSS)**

CONTRACT NUMBER: **PO 7478**

1. With reference to the contractual letter dated 7th June 2017 whereby your firm was engaged to carry out the Terms of Reference at Section 3 therein, as most recently amended by the letter dated 23rd January 2019, both Parties have in principle agreed to the following variations to the Contract:

- SECTION 1 – FORM OF CONTRACT

- 3. Commencement and Duration of the Services

DELETE: “The Supplier shall start the Services on 12th June 2017 (the "Start Date") and shall complete them by 31st May 2020 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.”

INSERT: “The Supplier shall start the Services on 12th June 2017 (the "Start Date") and shall complete them by 31st May 2021 (the "End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.”

- SECTION 1 – FORM OF CONTRACT

- 4. Financial Limit

DELETE: “Payments under this Contract shall not, in any circumstances, exceed £5,009,646.”

INSERT: “Payments under this Contract shall not, in any circumstances, exceed £5,915,152.”

- SECTION 3 – TERMS OF REFERENCE

- After Annex 6 (and preceding Appendix A):

ADD: “Annex 7 - Revised Terms of Reference (June 2017 to May 2021)” – enclosed.

ADD: “Annex 8 - CA2 Proposal - MASTER_V02_2020-04-06 (Clean)” – enclosed.

ADD: “Annex 9 - ELFSS CA2 Clarification Responses_2020-04-01” – enclosed.

- SECTION 4 – SPECIAL CONDITIONS

- 2. Additional Documents to be included in this Contract

ADD: “Annex 7 - Revised Terms of Reference (June 2017 to May 2021)”

ADD: “Annex 8 - CA2 Proposal - MASTER_V02_2020-04-06 (Clean)”

ADD: “Annex 9 - ELFSS CA2 Clarification Responses_2020-04-01”

- 3. Key Personnel

DELETE:	“REDACTED REDACTED	Team Leader Deputy Team Leader”
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INSERT: “Until 31st May 2020:

REDACTED	Team Leader
REDACTED	Project Manager
REDACTED	Deputy Team Leader

From 1st June 2020 to 31st May 2021:

REDACTED	Team Leader
REDACTED	Project Manager
TBC *	Deputy Team Leader

* Subject to the Supplier identifying and securing DFID programme team approval for a suitable replacement, a contract amendment shall be required to capture this role change. No costs shall be incurred by DFID in relation to row 42 of the 'Fees' tab of “ELFSS Admt1 Revisions_V02_2020-04-06.xlsx” or row 11 of the '2.4 Project Team' tab of “ELFSS Admt 2_V01_2020-03-31.xlsx” - without prior DFID programme team approval for the replacement”.

- After 17. Supplier Covenants

ADD: “18. Break Clause

18.1 There shall be a formal break point on the 28th February 2021.”

- SECTION 5 – SCHEDULE OF PRICES

- ADD: “ELFSS Admt1 Revisions_V02_2020-04-06.xlsx” – enclosed.
This details the £466,323 underspend up to 31st May 2020.
 - ADD: “PO 7478 HARISS ELFSS Admt 2_V01_2020-03-31.xlsx” – enclosed.
This details the £1,371,829 increase to cover the extension period up to 31st May 2021.
2. This amendment relates to a time extension of 12 months, the inclusion of a break point on the 28th February 2021, the overall increase of £905,506 to the Financial Limit (comprising of a £466,323 underspend up to 31st May 2020 and an increase of £1,371,829 to cover the extension period up to 31st May 2021), and the inclusion of revised Commercial Pro Formas. Changes to the specified Key Personnel are also set out within the amendment.
 3. Please confirm in writing by signing and returning one copy of this letter, within **15 working days** of the date of signature on behalf of DFID that you accept the variations set out herein.
 4. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.
 5. Words and expressions in this letter shall have the meanings given to them in the Contract.

Signed by an authorised signatory for and on behalf of
the Secretary of State for International Development

Name:

Position:

Signature:

Date:

Signed by an authorised signatory for and on behalf of
IMC Worldwide Limited

Name:

Signature:

Date:

Enclosed Attachments:

- ANNEX 7 - Revised Terms of Reference (June 2017 to May 2021)
- ANNEX 8 - CA2 Proposal - MASTER_V02_2020-04-06 (Clean)
- ANNEX 9 - ELFSS CA2 Clarification Responses_2020-04-01
- ELFSS Admt1 Revisions_V02_2020-04-06.xlsx
- PO 7478 HARISS ELFSS Admt 2_V01_2020-03-31.xlsx

ANNEX 7

REVISED TERMS OF REFERENCE (JUNE 2017 TO MAY 2021)

Annex 7 – Revised Terms of Reference (June 2017 to May 2021)



Department
for International
Development

Humanitarian Assistance and Resilience in
South Sudan (HARISS)
March 2017 (original TOR)
Updated: October 2018
Updated: April 2020

**PO 7478 Terms of Reference for an Evidence and Learning Facility
in South Sudan (ELFSS)**

INTRODUCTION

1. The Supplier will be responsible for managing the monitoring of the Humanitarian and Resilience Programme in South Sudan (HARISS) and elements of the Building Resilience Through Asset Creation and Enhancement II – South Sudan programme (BRACE II). The overall service described in these terms of reference is referred to hereafter as the Evidence and Learning Facility for South Sudan (ELFSS).
2. HARISS is a six-year (2015-2021) humanitarian and resilience building programme working across the country, but particularly targeted at the Greater Upper Nile (GUN) states. It aims to save lives, alleviate suffering of those populations affected by the country's alarming humanitarian crisis, and support vulnerable people's capacities to prepare, withstand and recover from conflict, natural disasters and disease outbreaks. It has three components:
 - i. Life-saving assistance that aims to lessen the risk of mortality and morbidity amongst displaced populations and vulnerable host communities
 - ii. Resilience-building that aims to help vulnerable people to prepare for, withstand and recover from conflict, disasters and stresses – the focus is on 1) food security and livelihoods, (2) protection and gender-based violence, and (3) emergency preparedness and response;
 - iii. Enhanced monitoring and evaluation to better measure the impact of interventions and of multi-year programming, and to make tangible progress in priority areas such as accountability to affected populations and Value For Money.
3. BRACE II is a six-year livelihoods and resilience building programme aimed at reducing hunger gaps, improving long-term food security and mitigating conflict among 400,000 rural poor in five states of South Sudan. By working together beneficiaries earn food or cash in return for identifying and building community assets (such as irrigation ponds). This will enable communities to develop and manage their resources against extreme climate damage and shocks.

4. These Terms of Reference (TORs) for ELFSS articulate the specific requirements within the third HARISS component on monitoring and evaluation.

PROBLEM STATEMENT

5. Both the HARISS and BRACE II programmes are complex programmes in a complex and dynamic operating environment. It is acknowledging that a deterioration in the overall security and humanitarian situation in South Sudan is highly likely. It is probable that DFID's humanitarian partners will operate in increasingly broad geographical locations, and with increased risks of loss and diversion due to external factors. The Supplier's approach particularly to providing rapid TPM / verification is key.

THE RECIPIENT

6. The primary recipient of this programme is DFID South Sudan. Secondary recipients are partner organisations (e.g. UN and NGO organisations) of DFID under the HARISS and BRACE II programmes.

SCOPE

7. The Supplier will be responsible for managing the implementation of the ELFSS between the date of signature and the 31st May 2021 (with a break clause in February 2021). It will involve working with HARISS and BRACE II implementing partners including United Nations (UN) agencies and Non-Governmental Organisations (NGOs).
8. The revised scope of the EFLSS contract will be Third Party Monitoring of DFID partners under HARISS and BRACE II, as well as some synthesis of learning across from TPM visits.

REQUIREMENTS

9. The Supplier will be expected to **commission, or undertake directly, third party monitoring (TPM)** to support and supplement DFID partners' internal monitoring capability. This will include systematic visits by third party monitors to DFID funded humanitarian and resilience projects to verify the approach taken in terms of quality and results.
10. This can be organised by geographical area, sectorial thematic or by partner / consortia, as appropriate. There are at least 12 partners working across the country, but particularly in the three GUN states.
11. TPM fact sheets should bring an objective / external verification of delivery and provide a neutral, standardised and independent view across the whole

humanitarian and resilience portfolio. TPM Quarterly Learning Synthesis should draw out learning across visits/factsheets.

12. TPM should also draw out examples of good practice; short examples within fact sheets or more in-depth analysis via quarterly synthesis reports. .
13. In-country staff involved in TPM should hold fortnightly meetings with DFID to discuss findings of the fact sheets and/or synthesis reports.
14. A partnership or sub-contract(s) with a local company or organisation(s) is encouraged.

Below is a list of key deliverables:

Area	Deliverable	Timing
TPM Report – Factsheet	Report which summarises TPM activities, summarising partner activities against reporting, presenting key programmatic findings, and provides recommendations for improvements. Length: 5-10pp	Monthly (15 per quarter)
ELFSS Fortnightly Progress Report	Short email updates which describe progress, plans and learning from the current fortnight and for the fortnight ahead.	Fortnightly
ELFSS Quarterly Progress Report	Tabulated updates which describe progress on and plans for deliverables and activities. In particular, this should include 1. A 1-2 page narrative section 2. a schedule of TPM activities (planned, fielding, drafting, submitted), 3. TPMlearning synthesis activities (planned, proposal stage, drafting, review by DFID, completed), 4. key programme management documents (including risk, logframe, VFM, 5. financial documents Length: up to 20 pages.	Quarterly
TPM learning synthesis	Report on synthesis of learnings from TPMs (1-4 topics per quarter depending on depth, which will be agreed with DFID in advance). Length: 15- 20 pages in total. TPM learning synthesis should use footnotes referring to particular TPMs in order to substantiate key findings of the synthesis.	Quarterly – No new synthesis reports after May 2020

From May 2020 to May 2021 this will include **BRACE II TPMs (4 TPM rounds, 8 individual visits)**.

COMMUNICATION

15. ELFSS should use infographics, statistics analyses including graphs and tables, concise written summaries in plain English, maps and relevant

images, highlights and flags to present TPM information in an accessible way to busy readers.

SPECIAL REQUIREMENTS

16. Other specific requirements for the Supplier include the following:

- a) **Financial Management:** All funds will be managed by the Supplier who will provide quarterly financial reports to DFID South Sudan. **No funds will be channelled through government systems.**
- b) **Risk Management:** The Supplier will review and maintain a risk matrix. A high risk and unpredictable operating environment is likely to persist for the duration of this intervention; therefore adaptability and effective risk identification, mitigation and management will need to be demonstrated and practiced throughout implementation. Risk management will be a discussed on a quarterly basis by the Supplier and DFID due to the need to adapt to the changing contexts of operations.
- c) **Procurement:** The Supplier will develop a Procurement Plan in line with EU procurement guidelines, based on best practice and principles of transparency and value for money.
- d) **Asset Management:** The Supplier will manage how assets are procured by the ELFSS (if required). This includes maintaining an asset register, ensuring third party responsibilities are clear, 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 DFID.
- e) **Demonstrating value for money:** The Supplier will need to demonstrate and report on efficiencies and competitiveness in relation to staff salaries and associated costs, indirect overhead costs.

CONSTRAINTS AND DEPENDENCIES

- 17. Humanitarian access in some areas of South Sudan is hampered by conflict, insecurity and obstruction by authorities and armed groups, making the delivery of humanitarian assistance challenging and at times impossible.
- 18. This makes monitoring and evaluating impact and performance challenging, especially in conflict-affected areas of the country. Monitoring will continue to be undertaken by partners using a range of methods. These are expected to include third party monitoring, beneficiary consultation etc.
- 19. The Supplier will be expected to establish and maintain appropriate business standards, procedures and controls ('Ethical Walls') to ensure that no conflict of interests (Col) arises in relation to services undertaken for DFID.

TIMEFRAME

20. It is anticipated that the contract will run until the 31st May 2021 (with a break clause in February 2021).

IMPLEMENTATION REQUIREMENTS

21. VFM of the ELFSS will be monitored throughout the life of the programme.
22. Results will be set at the project onset in a clear logframe, attached to the contract, with indicators, targets and milestones that will set out (i) deliverables to be achieved at the end of the inception phase (first 6 months of the project) (ii) deliverables that will be achieved annually over the life of the contract. Progress will be reviewed annually and targets adjusted if necessary.

DFID JUBA CO-ORDINATION AND GOVERNANCE

23. DFID South Sudan's HARISS SRO, together with the Lead Humanitarian Adviser, will provide the technical and management leads. A Humanitarian and Livelihoods Programme Manager will maintain overall responsibility for ensuring effective contract management of the Supplier in response to these ToRs and for supporting the Supplier as appropriate throughout the assignment.
24. The Supplier is expected to independently manage the implementation plan, but will consult the DFID South Sudan SRO or Lead Humanitarian Advisor before decisions are taken.
25. The Supplier will inform DFID South Sudan prior to meeting with partners and DFID South Sudan may choose to be present at meetings. DFID South Sudan will facilitate introductions to partners for the Supplier.

REPORTING

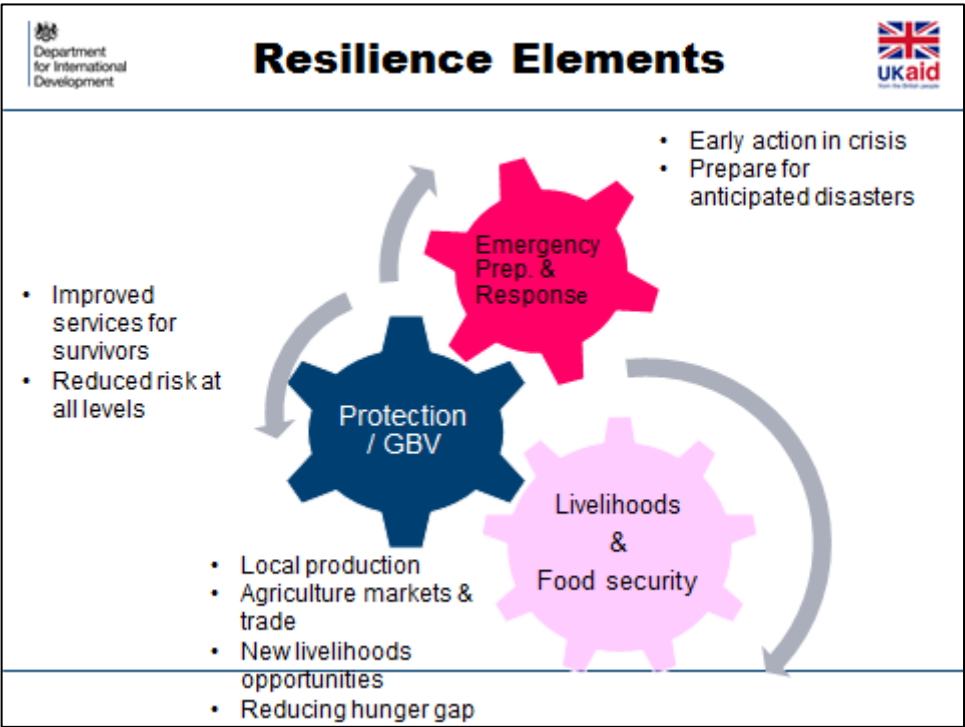
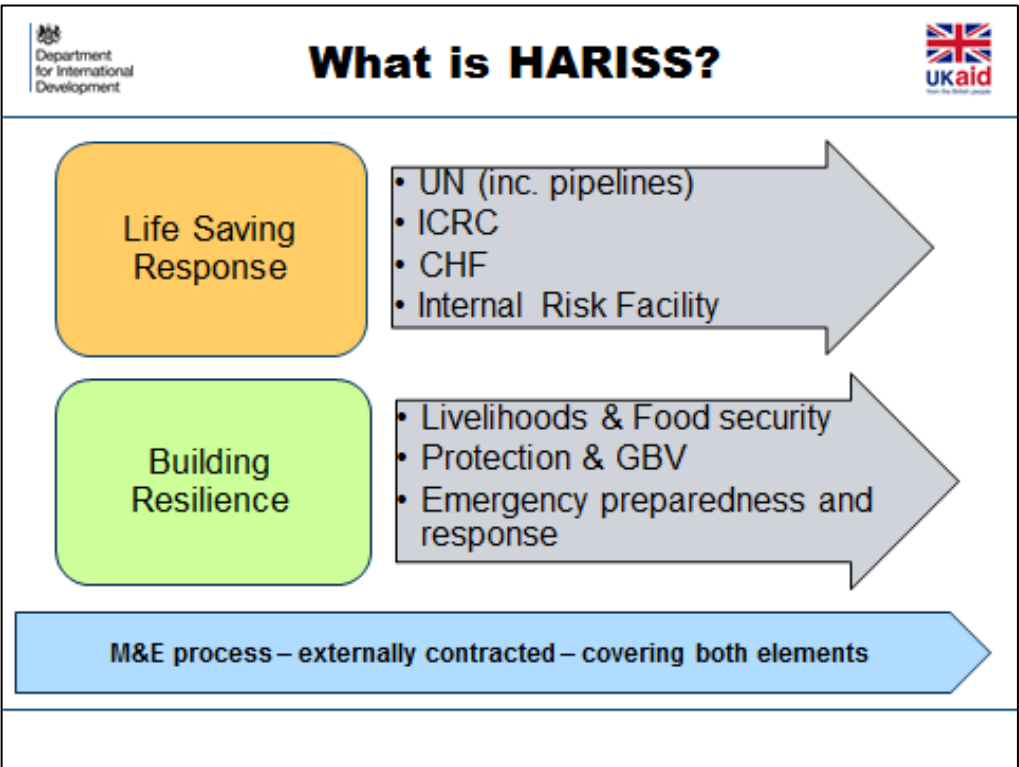
26. The Supplier will provide progress narrative and financial reports to DFID SS on a quarterly basis (see earlier deliverables table). DFID will provide feedback within ten working days. The Supplier will incorporate this feedback and provide final versions of reports within a further ten day period.
27. DFID will carry out annual reviews of the programme in line with its programme management processes/procedures. The Annual Review report will be shared with the Supplier.
28. The Supplier will carry out an audit of the programme and, in the case of a consortium, of its downstream partners on an annual basis. A copy of the

audit report will be shared with the DFID SS in a timely fashion to allow for it to be fed into the DFID annual review process. DFID SS reserves the right to undertake spot checks of the Supplier and downstream partners.

BACKGROUND

29. South Sudan continues to suffer from extreme humanitarian crises which appear to be getting worse, not better, over time. The majority of humanitarian need occurs as a direct consequence of conflict and in many cases targeted attacks on civilians. Natural disasters are prevalent including floods, droughts and disease outbreaks in different parts of the country.
30. Despite this bleak outlook, many areas of South Sudan enjoy periods of relative peace and stability, including large parts of the GUN region. Stability, in these contexts is the absence of conflict, regular displacement and the presence of local governance and civil security. Significant opportunities exist for recovery, resilience and development work in these areas, although the lack of basic services such as water supply, adequate health and education services, logistical access, etc. prevent any meaningful investments.
31. Traditional South Sudanese mechanisms to cope with multiple shocks have been severely eroded by the conflict, leading to increased reliance on humanitarian assistance. Historically, communities were well adapted to the impacts of floods and droughts due to transhumance nature of their agro-pastoralist livelihood, but restrictions on mobility caused by conflict means that resilience options to flooding and drought have reduced.
32. General Data Protection Regulations (GDPR)
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 in section 2 of the contract.

Annex 1. HARISS Framework Diagrams



Annex 2. DUTY OF CARE

1. As part of its Duty of Care Policy, DFID SS 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.
2. A matrix showing the latest risk scores for South Sudan as at August 2016 is set out below.

Project: HARISS

Country: South Sudan

Date of Assessment: August 2018

Assessing Official: REDACTED

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	Not applicable
Violence/crime	5
Terrorism	4
War	3
Hurricane	1
Earthquake	2
Flood	3 ^[1]
Medical Services	4
Nature of Project/ Intervention	3 or 4 TBC
OVERALL RATING	4

3. South Sudan has been assessed as '4', which is high risk. Travellers and Suppliers should consult the FCO travel advice and DFID South Sudan for latest identification of high risk areas before travel to South Sudan.
4. The Supplier is responsible for their staffs safety and well-being whilst they are in South Sudan and for Third Parties affected by their activities under this Contract, including having appropriate security arrangements in place.
5. The Supplier is responsible for providing their own suitable security arrangements for their domestic and business property in-country and for ensuring appropriate on-going safety and security whilst in-country. Up to date travel advice is available from the Foreign and Commonwealth Office (FCO) website for South Sudan¹.

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>.

^[1] 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.

¹ <http://www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/sub-saharan-africa/south-sudan>

6. Travel to many zones in South Sudan is subject to daily travel clearance from the UN office in advance. DFID also will share where available, information with the Supplier on the security status and developments in-country where appropriate. The Supplier must ensure that they receive the required level of training and/or experience on safety in the field **prior** to deployment to South Sudan.
7. The country also sits in a seismically active zone, and is considered vulnerable to minor tremors from earthquakes. These are unpredictable and can potentially result in devastation due to the fact that most buildings have been poorly constructed. There are several websites focusing on earthquakes to which the Service Provider can refer, including the Seismic Hazard Maps of the Worlds Website².
8. 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

² <http://geology.about.com/library/bl/maps/blworldindex.htm>

ANNEX 8

CA2 PROPOSAL - MASTER V02 2020-04-06 (CLEAN)

REDACTED

ANNEX 9

ELFSS CA2 CLARIFICATION RESPONSES 2020-04-01

REDACTED

ELFSS ADMT1 REVISIONS_V02_2020-04-06.XLSX

REDACTED