

Section 4 Appendix A
CALLDOWN CONTRACT

Framework Agreement with: Adam Smith International

Framework Agreement for: Fragile and Conflict Affected States (FCAS)
Framework Agreement

Framework Agreement Purchase Order Number: PO 5651

Call-down Contract For: Syria Governance through Education

Contract Purchase Order Number: PO 7279

I refer to the following:

1. The above mentioned Framework Agreement dated **28 March 2012**;
2. Your proposal of **5th October 2015** and **technical clarifications of 19th November**

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than **1st February 2016** ("the Start Date") and the Services shall be completed by **30th June 2017** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to the Department for International Development ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£2,999,994.50** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

4. DFID Officials

- 4.1 The Project Officer is:

4.2 The Contract Officer is:

5. Key Personnel

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

All personnel named under Annex B of the contract.

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

7. Contract Extension and Break Clauses

7.1 "The contract will include provisions to extend for a further two years based on the outcome of the pilots and receiving funding and Business Case approval, allowing DFID to expand the scope and increase the length of the programme to take the project from its pilot phase into full implementation. Formal break clauses will also be inserted into the contract, as follows:

- At the end of the inception phase, subject to its satisfactory completion;
- At the end of March 2016, subject to confirmation of the Syria CSSF Board's approval of continued funding"

8. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

- I. 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 whilst travelling.
- II. 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 DFID in respect of:
 - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;

- II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's 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.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down 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.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

9 Call-down Contract Signature

- 9.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date: 22 January 2016

For and on behalf of
Adam Smith International

Name:

Position:

Signature:

Date:

Section 4 Annex A

Terms of Reference

SYRIA: GOVERNANCE THROUGH EDUCATION Pilot Projects

1. Introduction

1.1.1 As part of its Governance Through Education programme, DFID wishes to strengthen responsive and inclusive governance. We would like to help bring this about by demonstrating the delivery of effective services in moderate held areas. One such service is education. DFID will support a number of pilot projects to explore how effective education provision can strengthen the provision of, and support for moderate and inclusive governance.

1.1.2 Pilot projects will last up to 18 months. Pilot projects would be expected to be completed by 30 June 2017.

1.1.3 The contract will include provisions to extend for a further two years based on the outcome of the pilots and receiving funding and Business Case approval, allowing DFID to expand the scope and increase the length of the programme to take the project from its pilot phase into full implementation. Formal break clauses will also be inserted into the contract, as follows:

- At the end of the inception phase, subject to its satisfactory completion;
- At the end of March 2016, subject to confirmation of the Syria CSSF Board's approval of continued funding, given that funds for all CSSF projects have only been approved so far for the current year;

1.1.4 The pilots will be funded through the Conflict Stability and Security Fund (CSSF). The CSSF has replaced the Conflict Pool, which ended on 31 March 2015 and draws together new and existing resources from across Government, overseen by the National Security Council (NSC). It builds on the lessons learned from the Conflict Pool and better aligns UK national security objectives with conflict prevention and stabilisation objectives.

1.1.5 At present funding for the CSSF has been agreed for its first year only, ending March 2016. Whether the CSSF continues beyond this date is a decision yet to be taken. However, subject to Ministerial steers, a more integrated approach to Conflict, Stability and Security, supported by a single, cross-Whitehall fund is likely to have enduring value.

1.1.6 DFID requires a Supplier or Consortium to design and implement 1 or 2 pilot programmes. Successful pilot programmes will be scaled up to full delivery subject to available funding, business case approval and acceptable Supplier performance,

Bids should include all organisations involved with the project, including those inside Syria.

2. Objectives

2.1.1 The objective of the Governance Through Education programme is:

Strengthened governance structures delivering vital education services to people in the parts of Syria supported by moderate actors.

2.1.2 There are two components of the programme, namely:

- The provision of Technical Assistance including an adviser and a small education support fund for one year to improve the strategic focus and organisation of the Ministry of Education of the Syria Interim Government (SIG), the executive arm of the moderate opposition's National Coalition (up to £250,000);
- One or two pilot projects to test how moderate local and provincial level Syrian structures can deliver primary and secondary education services.

2.1.3 These terms of reference relate to the second of these components, i.e. pilot projects. Through this Invitation to Tender, DFID wishes to contract for one or two pilot projects lasting up to 18 months. The funding currently available for this ITT is £3 million. Subject to financial and business case approval, up to approximately £6 million pounds will be made available for Phase 3: Successful Pilot Scale up to full delivery.

2.1.4 DFID recognises that suppliers working in Syria have a range of experience and access. DFID wishes to draw upon this experience, so is inviting responses to these ITT which can cover a range of elements within a project.

2.1.5 DFID will be the recipient of the services provided.

3. Scope

3.1 Purpose of the Pilot Projects

3.1.1 The two components of the Governance Through Education programme, listed in section 2, will operate largely separately. The principle focus is on the strengthening governance structures in moderately governed areas. The capacity of local and provincial councils to serve their communities has been developing over time, but is often weak, and can lack transparency and accountability. Increasing their capacity will provide models for governance within post-conflict Syria, as well as deliver education results.

3.1.2 The approach that HMG has been employing to develop governance capacity is through "learning by doing". In local governance, civil defence and police, for instance, we are providing not just training, but the opportunities and resources to put that training into practice. In 2015/16 HMG will be expanding its sector interventions to livelihoods (the subject of a separate Business Case) and education.

3.2 What Pilot Projects Will Cover

Minimum Requirements

3.2.1 Because of the difficulties in operating in Syria, knowledge of what is possible can be specific to a particular organisation. So, what is covered in pilot projects will depend on what implementing partners are capable of taking forward. At a minimum, we expect to see proposals which focus on strengthening local education structures (local councils, Civil Society Organisations (CSOs), local communities and schools). We expect this to include working with local councils, in particular, unless there is a good reason not to do so.

3.2.2 The other minimum requirement is that proposed projects are based upon the best available evidence and are monitored carefully to contribute to the evidence base. This includes evidence on suitable locations. For this reason we expect that suppliers will submit proposals to work in geographical areas that they are already familiar with, which can be in both north and south Syria, or have sufficient background knowledge to move to implementation quickly in a nearby area. The geographical areas chosen must be ones where the support provided benefits only moderate actors and excludes working with proscribed groups¹. Subject to meeting this requirement, and the requirement to do no harm, pilot projects can operate in contested areas.

Gender

3.2.3 In addition to these project-specific minimum requirements, DFID is required by the International Development (Gender Equality) Act, to take into account gender equality issues when it provides assistance, and this responsibility falls, in turn, on DFID's suppliers. In designing this programme we have identified a number of gender issues, summarised below, which need to be taken into account in the design and implementation of pilot projects.

3.2.4 There are significant gender issues affecting girls' and boys' participation in education inside Syria and their well-being in and around school and home during an active conflict. There are widespread documentations of egregious abuses of human rights including gender based and sexual violence and torture of children. Further, depleted family assets and livelihoods for parents are forcing parents to make hard choices between child labour and school, and early marriage for girls to ensure they are financially supported.

3.2.5 Boys and girls are being affected differently by the conflict. In some cases, boys are joining armed groups, either voluntarily or under coercion. Extremist groups are enforcing discriminatory approaches to education of girls. More widely parents are fearful of their daughters' safety and honour and sometimes choose to keep them at home or get them married earlier as a protection strategy. The issues are complex, with localised and fast evolving factors. Proposals should demonstrate

¹ The current list can be found at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/417888/Proscription-20150327.pdf

how they will ensure girl's access to education by setting out particular obstacles to access, including socio-cultural ones, and how these will be overcome.

3.2.6 Suppliers will be required to incorporate the above issues where they arise. As part of a robust project research and monitoring function, we expect these and other contextual issues be understood before pilot projects are implemented. Suppliers will be required to generate evidence on beneficiary need and perceptions, that will specifically enquire as to the different needs of boys and girls, and the different perceptions of mothers and fathers on best supporting boys and girls educational participation. Further, we require our delivery partners to systematically disaggregate children's participation by gender, by age, levels of disability, and by geographic location as well as teachers by gender and location.

3.2.7 All key strands of education service delivery and psycho-social support are required to take a gender and conflict sensitive approach. In addition we expect suppliers to focus on the safety of students and teachers (both female and male). Monitoring should aim to explore the different success rates in raising girls' and boys' participation and male and female teacher deployment and remuneration. Suppliers should consider the challenges of taking gender considerations into account when conducting robust research and monitoring and evaluation in Syria and how to best to address these.

Additional Elements

3.2.8 Beyond these minimum requirements, suppliers are invited to submit proposals to run pilots covering one or, preferably, more of the following subject areas of work.

- Provision of education materials and support to rehabilitation of structures (if necessary)
- Students receiving education services (including ensuring girls participation)
- Supporting the Education Directorates of Provincial Councils
- Students and teachers receiving psycho-social support
- Integrating peace education into education
- Education programmes integrated with livelihoods programmes to support children to not have to participate in child labour, early marriage, or joining armed opposition groups.

3.2.9 The results that pilot projects will generate will depend, in part, on the relationships implementers have in the geographical areas in which they work. However, in general, we would expect pilot projects to contribute towards one or more of the following results.

- Increased capacity of moderate opposition actors including local councils, provincial councils, Syrian CSOs and NGOs to deliver resilient education services;
- A strengthened evidence base on education in protracted conflicts;
- Increased enrolment, increased retention, improved access to exams and learning assessments, and improved psycho-social well-being of Syrian children and teachers.

3.2.10 More detailed project level results could include:

- Demonstrable improvements in capacity to set education strategy and management at provincial council and local government level
- Demonstrable improvements in learning outcomes
- Schools/classrooms rehabilitated, or safe places of learning identified
- Numbers of Teachers deployed, retained and trained (including untrained teachers currently teaching in schools)
- Numbers of children enrolled and retained in school
- Perceived improvements in education service delivery by beneficiaries
- Increased access to neutral exams² and learning assessments
- Numbers of children and teachers provided with psychosocial support and peace education
- Increased understanding of successful approaches in psychosocial support and/or peace education

3.2.11 Below, we provide further detail on the essential requirements and the menu of possible additional elements of pilot projects. However, we do not want these to restrict the range of interventions proposed. Alternative tenders, submitted in line with the ITT instructions, suggesting alternative ways of meeting the objectives of these terms of reference will be considered on merit.

3.3 Essential Requirements

Strengthening local education structures (local councils, Civil Society Organisations (CSOs) and local communities) to deliver education services

3.3.1 We are looking for pilots which help local councils manage and coordinate local education services, given that they are best placed to play this coordination role. We recognise that for some suppliers the starting point may be CSOs and local communities, but expect projects to develop links with local councils at an early stage so that they can be incorporated into local council education systems. We expect suppliers to tell DFID at an early stage where this is not possible (e.g. where local councils become associated with a proscribed group) and to mitigation measures with DFID.

Research and monitoring

3.3.2 Because of the difficulties involved in conducting high-quality evaluations in Syria, and the limited time-line, DFID's focus for monitoring and evaluation will be on effective monitoring rather than evaluation, including monitoring progress towards achieving project outcomes. We require pilot projects to include robust monitoring, beneficiary feedback loops and analytical work to generate good enough evidence on what works to improve the governance capacity of moderate opposition actors to deliver education services. We also require pilot projects to invest in conflict sensitivity and include specific monitoring of the project's impact on the local conflict context to strengthen our understanding of unintended consequences. Finally, we

² See Business Case for an explanation of what neutral exams are

expect the monitoring component of pilot projects to consider and monitor the effect of the pilot project on women and girls (see gender section above for further details)

3.3.3 DFID does not envisage commissioning any research outside what suppliers plan to do within their pilot projects. We expect suppliers to work in areas that they are already familiar with, or can research quickly from an existing base in a nearby area. We are also keen to see proposals that include a research element to increase knowledge on the relationship between education and one or more of the following: child labour, early marriage and recruitment into armed opposition groups (see below).

3.4 Menu of Possible Other Components Which Might Be Included in Pilot Projects

Provision of Education Materials and Services

3.4.1 Whilst we have included these in the menu of options which might make up the pilot project proposal, we would generally expect that a project that has a principle aiming of strengthening education governance structures, would, in the course of doing so, increase the provision of education services. So we would generally expect one or both of the first two components of the list in paragraph 3.2.8 to be included in a response to the ITT.

Supporting Provincial Councils to Deliver Education Services

3.4.2 DFID is interested in pilot projects that will help develop provincial council capacity to oversee education services at provincial level. Our understanding is that resources are limited and that provincial education directorates need help with, amongst other things: establishing teacher training institutes, as many teachers are untrained; implementing accelerated and distance learning programmes; and organising and overseeing examinations written by the SIG Ministry of Education. Supporting the Education Directorates of provincial councils will also increase their ability to support the Education Offices of local councils.

3.4.3 We appreciate that few suppliers have links with provincial councils, and that often local councils and communities view provincial councils with suspicion. Their potential reach and durability exceeds that of local councils, however, exceeds that of local councils, so DFID would be particularly interested in exploring opportunities at this level. If suppliers are interested in building on their local base and exploring supporting the Education Directorates of a Provincial Council, DFID and FCO staff in Turkey and Jordan may be able to facilitate contact with the relevant councils.

Providing Psycho-Social Support to Students and teachers

3.4.4 We are looking for psycho-social services to be provided in an integrated way with education. Many children and adolescents, in and out of school, need psychosocial support to process the effects of violence they themselves have suffered or that they have witnessed. Displacement exacerbates this need, with affected children often unable to concentrate on their lessons. Parents or care-givers who are under stress or suffering depression can also contribute to poor

psycho-social well-being of children. Teachers have not been trained to provide this support; indeed, many of them are also in need of such counselling and so are children's care-givers. Before the conflict Syria's education system included dedicated school counsellors, but it is not clear if these counsellors are still working and being used to deliver psycho-social support. Education personnel require capacity development and support, especially in conflict-affected and hard-to-reach areas. Children suffering severe levels of trauma need identification and referral to specialist clinical care which is rarely available. A recent report commissioned by the humanitarian donors' Child Protection Cluster in Syria found that there was a significant lack of specialist services in many areas.³

Integrating Peace Education into Education

3.4.5 DFID is interested in receiving proposals which integrate peace education modules into education and test whether providing peace education contributes to preventing the propagation of intolerance and violent ideology. We are also interested in whether by equipping students understand better the situation they are in and to deal with conflict in a non-violent way, peace education can also contribute to broader psycho-social support of traumatized students.

Supporting Those At Risk Of Engaging in Violent Extremism To Access Education

3.4.6 DFID is interested in reducing the lure of extremism and would be interested in receiving proposals which track whether education provision can play a part in this. Specifically, we are interested in proposals which focus on providing education, skills, and related services such as livelihoods, as a means to reduce the risk of young people joining armed groups. Suppliers will need to include resources to establish a baseline and monitor changes throughout the programme cycle.

3.4.7 The evidence of how education relates to extremism is limited and mixed. Extremists target young people, and schools can be exploited as hubs for recruitment into violent groups. The type of education offered may promote intolerance, propagate violent ideology and expand the context in which violence is considered appropriate and desirable. Quality education may encourage critical thinking, can challenge intolerance and promote social and civic values.

3.4.8 In Syria, the causal relationship is complicated by the fact that the provision of education is overseen by an opposition (quasi-governmental) institution rather than by an incumbent government, or an independent organisation, such as the UN. This adds a political risk. Negative perceptions of the ability of the moderate opposition government to provide education may be stronger factors pushing people towards engaging in extremist activities, than the positive factors, arising from the provision of education, which keep people in their communities.

Supporting Those At Risk of Child Labour and Early Forced Marriage to Access Education

³ Child Protection Rapid Response Team (RRT) End of Mission Report, Feb 2015

3.4.9 The primary reason for non-attendance at school on the demand side seems to be the need of children to contribute to the income of their family (see Business Case for details). DFID would be interested, therefore, in pilot projects which explore addressing demand side constraints such as child labour and early forced marriage, especially for older secondary age children (13-18 years old) by linking up with projects to provide livelihood support to their families.

3.5 Contact with the SIG

3.5.1 As mentioned in Section 1 above, in addition to pilot projects, the Governance Through Education project will also work with the SIG Ministry of Education to strengthen its core policy-making and strategic functions. As a result of this assistance, we expect the SIG Ministry of Education to strengthen its relationships with the Education Directorates of Provincial Councils and possibly with local councils. This could, in turn, have a positive effect on the implementation of pilot projects and contribute towards the improved provision of education services in project areas.

3.5.2 We do not expect suppliers to contact the SIG Ministry of Education either whilst writing their responses to the ITT or as project implementers. If suppliers wish to contact the SIG Ministry of Education, they should discuss this with DFID, but we do not expect this to be necessary prior to the awarding of contracts. DFID will keep the SIG Ministry of Education informed on progress in implementing the pilots and it may be interested in meeting the project implementers. If this is the case, DFID will arrange the meeting and will attend with the implementer.

3.5.3 HMG has a general interest in evidence on whether improved service delivery increases the legitimacy of government agencies linked to the SIG (Ministries, Provincial Councils and Local Councils), and would be interested in project proposals which incorporated an attempt to test this. Equally, we are also interested in evidence where work with councils to increase their legitimacy cannot be linked to SIG but can still support moderate opposition.

3.6 Methodology for Developing Pilots

3.6.1 HMG is keen to work in as much of the area covered by the moderate opposition as possible, both in north and south Syria, so DFID will not be prescribing particular areas in which it wishes pilots to take place. The process for developing pilots will be as follows.

- Responding to ITT Technical responses to these terms of reference, should not exceed 30 pages, excluding CVs, annexes and diagrams. Suppliers should provide as complete a design as possible. Suppliers should provide information on current knowledge and contacts, and the approach to filling in the gaps and completing the design of the pilot during the inception phase. So that pilots can be set up quickly we expect suppliers to work in areas they are familiar with or can survey quickly, based on knowledge of nearby areas.
- Inception Phase If the response to the ITT is successful, there will be a six week inception phase to complete the design of the pilot.

- Implementation Phase Full implementation of the pilot project would be subject to DFID being satisfied with the completed design and there being no change in factors which are important for the successful implementation and for avoiding harm.

4. Deliverables and Time Table

4.1 Deliverables Expected in Response to the Invitation to Tender

4.1.1 In their response to the ITT, suppliers should outline their methodology, key deliverables and timeframes. The technical response should:

- a. Provide information on what area(s) suppliers propose to work in;
- b. Provide details of the nature of the information, including the nature of their contacts, that they have about the governance institutions and organisations in the area, and their role in the provision of education;
- c. Describe the pilot project and implementation methodology;
- d. Propose approaches for undertaking background research on local context to fill in information gaps and complete the design of the pilot project during the inception phase;
- e. Outline any research questions to be addressed during the pilot and methodology;
- f. Propose approaches for robust monitoring of the pilot, including establishing baselines, and developing a logical framework;
- g. Include a timetable for the inception and implementation phases;
- h. Provide details of staffing inputs, days proposed for each member of staff, and a Gantt chart of likely timing of staff inputs. (Whilst the costs of staff inputs will be confined to the commercial proposal, information on the number of days and timing of inputs is required to properly assess technical responses.)
- i. Provide details of the management structure for implementing the pilot, including: location of implementing teams; the status of in-country registration of the implementer (or the process envisaged to obtain it); and procedures for ensuring effective communications both between organisations within the consortium, and between locations.

4.1.2 Evaluation Criteria for assessing tenders can be found at Annex 1.

4.2 Activities and Deliverables for the Inception Phase

4.2.1 DFID envisages that the inception phase will cover the following areas of work.

- Completing knowledge gathering - deepening knowledge (of people, institutions, and state of education provision) of the area in which the pilot will operate and defining the precise area in which it will operate.
- Finalising design of the pilot project and implementation methodology. This would include agreeing reporting dates and milestones. ;
- Analytical Component Evidence on both strengthening governance in protracted conflicts, and providing sustainable education services in protracted conflicts, is limited. We are keen to see a strong analytical element built into pilots. The inception phase could be used to establish whether such analysis is possible, and to set it up if it is. If they lack this capacity in-house, lead suppliers should considering partnering with M&E specialists. Ideally this would involve building the research/M&E capacity of Syrian organisations. Suppliers should ensure that projects include beneficiary feedback loops and that beneficiary feedback is incorporated into project design and management. Suppliers should also ensure that beneficiaries have access to feedback loops. More detailed specifications are given below.
 - Recognising the challenges of conducting high quality research within the Syrian operating environment, suppliers should propose methodologies that enable them to collect good quality data which represents a diversity of community viewpoints including those of women and vulnerable groups, for example, people with disabilities and internally displaced people. Suppliers should demonstrate that they can quality assure the data at all stages of the research process and that research will adhere to ethical standards and conflict sensitivity principles. They will also need to demonstrate that they have the capacity to develop monitoring tools and approaches to monitor project progress, including around examination presence, retention and access. Innovative approaches may be developed, where appropriate. Both intended and unintended outcomes of projects should be tracked.
 - In developing project M&E approaches, suppliers should consider the potential to develop M&E capacity of Syrian organisations.
 - If feasible and appropriate, suppliers may choose to select and implement certain analytical tools that enable them to assess the contribution of psycho-social approaches to achieving programme outcomes
- Monitoring & Evaluation: The inception phase should be to be used to produce a draft logical framework and setting up robust monitoring of the pilot. Each pilot project will be set up with its own monitoring arrangements including project-specific logical frameworks. The logical frameworks will be designed to maximise the potential for learning. Suppliers will have to show that a system is in place to ensure that there is a clear method of demonstrating how education will be advanced and supported. They will also need to demonstrate a clear process for consultation with, and involvement of, the communities affected, with special attention to the involvement of

women and marginalised groups and how they can be connected to local governance structures.

4.2.2 The outputs from the inception phase will include, but not be limited to:

- Clear definition of the geographical area(s) in which the project will operate;
- Methodology for implementing the pilot;
- Details of institutions and organisations that the pilot project will work with, including details of meetings held so far and agreements made;
- Proposed analytical work which will be undertaken during the pilot and methodology for undertaking it;
- Proposals for monitoring, including draft logical framework;
- A detailed project delivery plan, including milestones of both activities and expenditure;
- A comprehensive risk assessment and mitigation framework
- 31 March 2016 breakpoint - an indication of what progress is likely to have been made by this date.

5. Accountability and Performance

5.1 Contractual Accountability

5.1.1 The contract will be a 1.5 year call down from the FCAS Framework. There will be two formal break clauses and provisions to extend the contract for a further two years to take the project from its pilot phase into full implementation as defined above in paragraphs 1.1.2 and 1.1.3. Moving from one phase to the next will be subject to acceptance of deliverables, satisfactory performance of the supplier and approval of the supplier's inception phase report and annual work plans.

5.1.2 Contract Phases

- a. Phase 1: Pilot Programme Inception
- b. Phase 2: Pilot Programme Implementation
- c. Phase 3: Successful Pilot Scale up to full delivery

Note: Contract will be awarded on the basis of proposal for phase 1 and 2, contract will only move into phase 3 if pilot(s) are successful and Business Case approval is granted.

5.1.3 Some further independent monitoring may be undertaken by DFID. This would be part of an overarching Syria CSSF third party monitoring plan, and would be contracted separately. Suppliers will be expected to respond to requests for information to inform the monitoring plan.

5.1.4 Programme performance will be evaluated through a combination of process related milestones and output-based Key Performance Indicators (KPIs). These will be agreed between DFID and the supplier, but should take into account the following strategic objectives of the programme:

- Ability to deliver strategic impact and to be expanded to deliver education results at scale;
- Expertise in governance, in education and in delivering inside Syria or other active conflict zones;
- Commitment to senior level engagement in the programme and deploying well qualified staff in the field;
- Robust monitoring, investment in data on beneficiary needs and perceptions of service quality, and appropriate mechanisms and analytics to generate evidence;
- Compliance with UK Government Counter Terrorism legislation as well as compliance with DFID reporting requirements;
- Politically astute, conflict sensitive operations and a commitment to effective engagement of Syrian stakeholders;
- Integrated approach to education, child protection and psycho-social support in line with the No Lost Generation Initiative (NLGI).

5.1.5 Payments will be made against firm milestones and will be agreed between the supplier and DFID during the inception phase. Firm milestones for the inception phase and indicative milestones for the implementation phase should be included within the commercial proposal. Progress will be informally reviewed regularly, to enable programmes to react to changing circumstances inside Syria. Formal monthly narrative and financial reports will document progress. After three months of implementation, DFID will review the frequency of the reports with the Supplier

5.1.6 Some or all of these pilots may be scaled-up in future years and will contribute towards strengthened governance of education within Syria as well as an improved provision of education services and educational outcomes. A key assumption is that the security situation in moderately governed areas is such that projects can be implemented without significant disruption to activities.

5.2 Constraints

5.2.1 Given the fluid situation inside Syria, DFID reserves the right not to proceed with the project, or to request adaptations to the project. The supplier will be responsible for making an initial assessment of potential local partners, who must be actively pursuing an alternative to the conflict and be committed to democratic ideals, but final selection of recipients and geographic concentration will be done in close collaboration with DFID.

5.3 Dependencies

5.3.1 Pilot projects are not a vehicle for managing the delivery of humanitarian assistance. The UK's humanitarian assistance to Syria is managed and delivered by the Department for International Development and is not eligible for funding under the CSSF.

5.3.2 The project should seek to avoid duplicating other similar on-going initiatives. DFID will ensure that the selected implementing partner is in contact with other organisations delivering relevant and related programmes.

5.4 Reporting

5.4.1 The Senior Responsible Officer responsible for this ITT is the DFID Governance Adviser, MENAD.

5.4.2 Once implementation has commenced, the supplier will report quarterly to DFID. At each of the quarterly review points, the supplier will submit a project progress report. DFID may issue guidance how the report is to be produced and what should be included. This will be followed by a comprehensive review meeting to take place between HMG and the supplier.

5.4.3 DFID will conduct an annual review just before the anniversary of the start of the project. As part of this annual review, the supplier will be expected to make its own assessment of progress using DFID's annual review template.

5.4.4 At the end of the project, we expect a project summary and lessons learned report, and a lessons-learned workshop to take place.

5.4.5 DFID is likely to undertake separate independent monitoring of the whole HMG Syria programme and this may include these pilot projects. However, this should not be seen a substitute for effective monitoring of the pilot projects.

5.5 Duty of Care

5.5.1 The Supplier will be responsible for the safety and well-being of its personnel and third parties affected by its activities detailed in this TOR, and will be responsible for the provision of suitable security arrangements for their domestic and business property. *Capabilities to deliver these Duty of Care responsibilities will be evaluated during the ITT tender phase.* At that stage, bidders will be asked to develop their tenders on the basis of being fully responsible for Duty of Care and that they have the capability to provide security and duty of care for the duration of the contract.

5.5.2 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.

5.5.3 The Supplier will be required to operate in conflict-affected areas and parts of it are highly insecure. 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 Syria 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 monitor projects in a wide range of different districts/sub-districts across Syria.

5.5.4 This Procurement will require the Supplier to operate in a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including <http://geology.about.com/library/bl/maps/blworldindex.htm>. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).

5.5.5 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).

5.5.6 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 specific requirements the Supplier has been contracted to deliver (if successful in being awarded the contract).

5.5.7 Tenderers must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by DFID (see Annexes 2, 3 and 4 of this ToR). They must confirm in their Tender that:

- They fully accept responsibility for Security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

5.5.8 DFID will not award a contract to a Supplier which cannot demonstrate that it is willing to accept and have the capability to manage its duty of care responsibilities in relation to the specific procurement. Please refer to the Supplier Information Note on the DFID website for further information on our Duty of Care to Suppliers Policy⁴.

5.6 Compliance with Counter-Terrorism Legislation

5.6.1 As per the latest draft policy statement and the interim guidance⁵, DFID's obligations under the legislation are set out below. They apply to suppliers too:

⁴ <http://www.dfid.gov.uk/Work-with-us/Procurement/Duty-of-Care-to-Service-Providers-Policy/>

⁵ EMC, 4 November 2014, Counter-Terrorism Financing Report

- Identify your partners
- Keep appropriate records
- Identify risks and be clear about the process for escalating risks
- Develop good relationships with your partners
- Report any suspicions and incidents to the counter-fraud and whistle blowing unit
- DFID programme implementers and partner agencies are responsible for:
 - Being aware of the legislation and their responsibilities
 - Being aware of and vigilant to the potential risks of terrorism.
 - Ensuring their funding, assets and other resources cannot be used for activities that may or appear to be used to support terrorist activities.
- Supporting strong governance arrangements, financial controls and risk management policies and procedures that fit their needs. This will provide better safeguards against a range of potential abuse, including terrorist abuse.
- Keeping DFID informed of evolving risks and reporting any incidents immediately to DFID
- Reporting any suspicions to the police. This is a legal requirement.
- At a minimum, partners need to be aware of which Syrian organizations are designated terrorist organizations (DTO) under CT legislation.

Annex 1- Framework for assessing tender bids

Criteria	Criteria Weighting	Sub-Criteria
Quality of Personnel	28	Quality of team leader including days allocated and distribution over the project (6) <ul style="list-style-type: none"> Proven experience and skills in having led teams across a number of locations to successfully deliver project outcomes, ideally including in FCAS. Track record in managing remote delivery and monitoring. Track record in managing risk throughout programme delivery of chain (duty of care, fiduciary risks, counter terrorism compliance etc.)
		Experience of team leader. (4) <ul style="list-style-type: none"> Track record of working on projects aimed at capacity development at regional and local government level Track record of working in conflict environments
		Quality of team including days allocated and distribution over the project (10) <ul style="list-style-type: none"> Track record of capacity development at regional and local government level in conflicts Track record of supporting organisations to deliver education in conflicts Track record of providing additional elements selected from section 3.4 of the ToRs and included in the pilot project proposal (Education Materials/Services, Provincial Councils, Psycho-Social Support, Integrating Peace Education, Violent Extremism, Child Labour, Early Forced Marriage) Track record of research and M&E in conflict and remote monitoring contexts (ideally inside Syria as well as contexts like Yemen, Somalia, Afghanistan) Days allocated for team members and distribution over the project
		The team has knowledge of the recent Syrian context and ability to work in Syrian context (e.g. mix of local and international researchers, fluency in Arabic) (4)
		Feasibility of management arrangements (4)

Quality of Methodology	32	<p>Clear, well-articulated, robust methodology(16), which</p> <ul style="list-style-type: none"> ○ Includes justification for choice of the geographical area in which it is proposed to base the project ○ Includes information on the geographical area, the governance institutions and organisations in the area (and their role in the provision of education), and the nature of contacts that the supplier has ○ Strengthens governance of education as well as delivers education results and results related to components chosen from section 3.4 ○ Includes a realistic approach to working with local and provincial councils ○ Provides stretching, but realistic results relative to personnel inputs ○ Maximises results delivered in the 2015/16 school year, in spite of late start. ○ Proposes a credible approach to completing design during the inception phase ○ Provides a detailed timetable for inception phase (including timing of personnel inputs) and outline timetable for implementation phase
		Approach to research and monitoring, including any research questions proposed. (8)
		Approach to the conflict sensitivity, gender and exclusion dimensions of the project (4)
		Approach to risks relating to project delivery and to ensuring that duty of care will be upheld (4)
Commercial	40	Competitiveness of fee rates, project reimbursable expenses and project cost in relation to the market. Explaining methodology and benchmarking of consultant rates to demonstrate value for money. (15)
		Ratio of management costs to total project costs (10)
		Provide a clear & effective financial plan with payments linked to clear outputs detailing financial risk/contingency incorporated into costs (15)
Total	100	

Annex 2 - - DFID Overall Project/Intervention Summary Risk Assessment Matrix

Date of assessment: 23rd February 2015

Assessing official:

Theme	DFID Risk score
Country/Region	Syria
OVERALL RATING^[1]	5
FCO travel advice	5
Host nation travel advice	n/a
Transportation	5
Security	5
Civil unrest	5
Violence/crime	5
Terrorism	5
War	5
Hurricane	1
Earthquake	3
Flood	2
Medical Services	5
Nature of Project/ Intervention	5

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

^[1] The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

Annex 3 - DFID Project/Intervention

Summary Risk Assessment Matrix

Location: TBD by partner

Date of assessment: 10 May 2013⁵

Assessing official:

Theme	DFID Risk score
Country/Region	Turkey
OVERALL RATING⁶	3
FCO travel advice	3
Host nation travel advice	n/a
Transportation	2
Security	3 ⁷
Civil unrest	2
Violence/crime	2 ⁵
Terrorism	4 ⁵
War	1
Hurricane	1
Earthquake	5 Northern, Western and Southeastern areas especially at risk
Flood	2
Medical Services	2
Nature of Project/ Intervention	3

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

ANNEX 4 – SUMMARY RISK ASSESSMENT MATRIX

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

⁷ Security, Violence and Terrorism - all updated April 2015

**DFID Project/Intervention
Summary Risk Assessment Matrix**

Location: Jordan

Date of assessment: January 2015

Assessing official:

THEME	DFID RISK SCORE : AMMAN	DFID RISK SCORE REST OF COUNTRY
OVERALL RATING⁸	2	2
FCO travel advice	1	3
Host nation travel advice	-	-
Transportation	2	3
Security	2	2
Civil unrest	2	2
Violence/crime	1	1
Terrorism	3	3
War	1	3
Hurricane	1	1
Earthquake	2	2
Flood	1	2
Medical Services	2	4
Nature of Project/ Intervention	2	2

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

For outside Amman scores (overall, FCO travel advice, terrorism and war) reflect the border area with Syria and would be lower outside this area. All visitors need a security briefing from the OSM on arrival. Fridays in Amman can see some street demonstrations but these are usually low key and in any case, easily avoidable.

⁸ The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

