

Section 1 – Form of Contract

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2018
Reference Number:	CPG/2350/2018
Call-Off Title:	Yemen Peacebuilding Programme
Call-Off Reference:	PO10020

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

And

Chemonics International ("the Supplier") having his main or registered office at 1717 H Street NW, Washington DC.

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:	For the Authority:
By:	
Full Name:	Full Name:
Position held on behalf of Supplier:	Position held on behalf of Authority:
Date:	Date:

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

Framework Agreement with:	Chemonics International
Sub Contractors/Consortia:	DeepRoot Yemen Polling Centre (YPC)
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2018
Framework Agreement Number:	CPG/2350/2018
Call-off Contract For:	Yemen Peacebuilding Programme
Contract Number:	CPG/2350/2018
Call-off Contract Purchase Order Number:	PO 10020

Contents

1. Section 1 – Form of Contract	1
2. Section 2 – Call-Off Terms & Conditions	3
1. The above mentioned Framework Agreement	3
2. Your proposal of	3
3. Commencement and Duration of the Services	3
4. Recipient.....	3
5. Financial Limit	3
6. Milestone Payments and Charges	3
7. Fixed Price	3
8. Time and Material	3
9. Officials.....	4
10. Key Personnel	4
11. Monitoring and Contract Performance Reports	4
12. Duty of Care.....	5
13. Third Party Rights for Sub-Contractors	5
14. Call-off Contract Signature	5
3. Annex 1 – Statement of Requirements	6
4. Annex 2 – Schedule of Prices & Rates.....	6
5. Annex 3 – Security Risk Disclaimer	Error! Bookmark not defined.
6. Annex 4 – Processing, Personal Data & Data Subjects.....	7
7. Annex 5 – Insurances	8
8. Annex 6 – Supplier Code of Conduct.....	11

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**Section 2 – Call-Off Terms & Conditions***(back to Contents)***1. The above mentioned Framework Agreement.**

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

2. Your proposal of 25 November 2019.

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

3. Commencement and Duration of the Services

- 3.1. The Supplier shall start the Services no later than **21 February 2020** (“the Start Date”) and Services shall be completed by **20 February 2024** (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.
- 3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

4. Recipient

- 4.1. Authority requires the Supplier to provide the Services to the Yemeni Citizens including woman and youth, local communities, civil society, formal and informal authorities and leaders (“the Recipient”).

5. Financial Limit

- 5.1. Payments under this Call-off Contract shall not exceed £7,980,537. (**Seven Million nine hundred and eighty thousand five hundred and thirty seven pounds**) (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the Statement of Requirements (Annex 1) and Schedule of Prices and Rates (Annex 2).
- 5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number unless otherwise agreed between Chemonics International and DFID SRO.
- 5.3. Payment of invoices will be made monthly in arrears in line with the agreed schedule of prices and rates (annex 2) unless an alternative payment schedule is agreed between Chemonics International and the Department for International Development.

6. Milestone Payments and Charges

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

7. Fixed Price

- 7.1. Where the Parties have agreed in the Schedule of Prices and Rates, that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

8. Time and Material

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

8.1. Where the Parties have agreed in the Schedule of Prices and Rates Annex 2 that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

9. Officials

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

<i>Title:</i>	<i>Name:</i>	<i>Contact Number:</i>	<i>Email Address:</i>
Senior Responsible Owner	REDACTED	REDACTED	REDACTED
Programme Manager	REDACTED	REDACTED	REDACTED
Contract Officer	REDACTED	REDACTED	REDACTED

10. Key Personnel

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

<i>Title:</i>	<i>Name:</i>
Team Leader	REDACTED
Deputy Team Leader	REDACTED
Senior Conflict Advisor	REDACTED
Strategic Advisor	REDACTED
Programme Manager	REDACTED
Head Office Programme Director	REDACTED
Monitoring, Evaluation and Learning Director	REDACTED

11. Monitoring and Contract Performance Reports

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the Statement of Requirement at Annex 1.

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;

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

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**12. Duty of Care**

- 12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.
- 12.2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.
- 12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- 12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the Statement of Requirements at Annex 1 and the Security Risk Disclaimer Annex 3.

13. Third Party Rights for Sub-Contractors

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

14. Call-off Contract Signature

- 14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

Annex 1 – Statement of Requirements

(back to Contents)

Annex 1 Terms of Reference (enclosed page 15)

By signing here the Supplier confirms they have opened and checked the embedded document in Annex 1 and it represents the Supplier’s Tender submitted in response to the CSSF **Yemen Peacebuilding Programme** under reference tender ITT Volume 2 – Terms of Reference for Yemen Peacebuilding Programme dated **25 November 2019**.

Signed.....

Date.....

Annex 2 – Schedule of Prices & Rates

(back to Contents)

Annex 2 – Schedule of Prices and Rates REDACTED

By signing here the Supplier confirms they have opened and checked the embedded document in Annex 2 and it represents the Supplier’s Tender submitted in response to the CSSF **Yemen Peacebuilding Programme** under reference ITT Volume 4 Cost Proforma Template **25 November 2019**.

Signed.....

Date.....

Annex 3 – Security Risk Disclaimer

(back to Contents)

Not Used.

By signing here the supplier confirms they have opened and checked the embedded document in Annex 3 and it represents the Security Risk Disclaimer requested by the Authority and submitted by the Supplier.

Signed.....

Date.....

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**Annex 4 – Processing, Personal Data & Data Subjects***(back to Contents)*

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

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data [and Special Categories of Personal Data]	
Plan for return and destruction of the data once processing complete.	(UNLESS requirement under EU or European member state law to preserve that type of data)

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

Annex 5 – Insurances

(back to Contents)

REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: PO10020

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

- 1.1 The Supplier.

2.INTEREST

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

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

loss of or damage to property;

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

3.LIMIT OF INDEMNITY

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

4.TERRITORIAL LIMITS

- 4.1 N/A

5.PERIOD OF INSURANCE

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

6.COVER FEATURES AND EXTENSIONS

- 6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

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

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

8. MAXIMUM DEDUCTIBLE THRESHOLD

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

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

9.1 Not Used.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier.

2. INTEREST

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

3. LIMIT OF INDEMNITY

3.1 Not less than “REDACTED” in respect of any one claim and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 N/A

5. PERIOD OF INSURANCE

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

6. COVER FEATURES AND EXTENSIONS

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

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils

7.2 Nuclear and radioactive risks

8. MAXIMUM DEDUCTIBLE THRESHOLD

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

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

9.1 Not Used.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

10. GENERAL

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

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**Annex 6 – Supplier Code of Conduct**

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

(back to Contents)

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

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

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

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

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

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

	procedures	recruitment policy which must address circumstances where there may be potential or actual conflict of interest				
b.	Ethical training and staff updates	Copy of training programme; Training logs; Relevant communication to staff	Annually	X	X	0
c.	A workforce whistleblowing policy	Relevant organisation policy and evidence of continuous staff awareness maintained.	Annually	X	X	0
d.	Staff involved in Authority funded programmes are aware of how to report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism to the Authority.	Relevant organization policy and evidence of regular communication to staff.	Annually	X	X	0
e.	Declaration of direct or delivery chain staff members proposed to work on Authority funded programmes if employed by the Crown in the preceding two years.	Proof of compliance with the HMG approval requirements under the business appointments rules.	Annually (and when a new member of staff who this applies to joins the project team)	X	X	0
3. Transparency and Delivery Chain Management						
a.	IATI compliance for Suppliers and delivery chain partners	Proof of compliance with IATI	Annually	X	0	0
b.	Provision of up-to-date and accurate records of all downstream supply partners provided within the required frequencies, including annual contractual spend on MSME's, women owned businesses and apprenticeships in place	Record of all downstream supply partners	Annually	X	0	0
c.	Policies and practices for the management of delivery chain partners and affiliates aligned to the Supplier Code of Conduct	Verification that policies and practices for the management and governance of delivery chain supply partners is in place	Annually	X	0	0
d.	Tax evasion, bribery, corruption and fraud compliance	Statement of assurance that there has been no change to previous statements	Annually	X	X	0
e.	HMG prompt payment policy adhered to by all delivery chain partners	Confirmation of adherence to HMG prompt payment policy	Annually	X	0	0

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

4. Environmental Issues						
a.	Processes in place to identify environmental risks (e.g. by maintaining a risk register) ensuring legislative requirements are met and context specific environmental issues addressed	Documentation demonstrating how environmental risks are identified (e.g. risk register) with formal context specific environmental safeguarding policies in place	Annually	X	0	0
b.	Annual environmental performance reports	Published reports	Annually	X	0	0
5. Terrorism and Security						
a.	Reporting of terrorist offences or offences linked to terrorist activities or financing	Status declaration	Annually	X	X	0
b.	Confirmation that no engaged employees or deliver chain personnel appears on the Home Office Prescribed Terrorist Organization List.	Appropriate certification or documentation	Annually	X	X	0
c.	Data is managed in accordance with the Authority's security policy and all systems are in accordance with the HMG cyber essentials scheme	Appropriate certification or documentation	Annually	X	X	0
d.	Adherence to best practice global principles for digital development	Appropriate certification or documentation	Annually	X	0	0
6. Safeguarding, Social Responsibility and Human Rights						
a.	Compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership; Internal documentation demonstrating best practice and compliance	Annually	X	X	0
b.	Measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by Relevant Individuals. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place.	Proof of application and embedding of a safeguarding policy	Annually	X	X	X

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

c.	Membership of the International Labour Organisation or Ethical Trading Initiative	Membership Number	Annually	X	0	0
d.	Principles cascaded to employees and sub-contractors via an internal policy or written outline of good practice service deliver approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Internal policies or communication demonstrating communication to staff and delivery chain partners showing appropriate level of commitment to the UN Compact Report on number and details of organization safeguarding allegations reported.	Annually	X	0	0

<i>Signed on behalf of the supplier</i>	
Full Name	
Position held on behalf of Supplier	
Date	

(back to Contents)

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

Annex 1 – Terms of Reference (ToR) for the Yemen Peacebuilding Programme.

Contents

Introduction	16
Objectives	16
Recepients	16
Geographic Location	17
Scope of Work	17
Requirements	18
Reporting	20
DFID Management	21
Risks	21
Monitoring, Evaluation and Learning	22
Payment Model	22
Timeframe, Budget and Break Points	23
Scale up/Down	23
Other Requirements	23
Proposal Format of the Bid	26
List of Annexes	26
APPENDIX A: of Contract Section 3 (Terms of Reference) Schedule of Processing, Personal Data and Data Subjects	Error! Bookmark not defined.

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**INTRODUCTION**

The UK Department for International Development (DFID) is seeking a supplier¹ to design and implement the local peacebuilding component of the Yemen Peacebuilding Programme from January 2020 – December 2024.

Now into its fifth year of conflict, Yemen is the world's largest humanitarian crisis, with the country politically and socially fragmenting. Shortages of personal and natural resources, insecurity, sectarian rhetoric and weak rule of law have increased local tensions, and the number of parties to the conflict has multiplied, each with their own objectives.

DFID's Yemen Peacebuilding Programme is a new programme which aims to reduce local conflict and strengthen social cohesion in targeted areas across Yemen. As well as providing solutions to ongoing local grievances, this programme will build on existing conflict resolution mechanisms that have developed in lieu of Yemen's historically weak state.

The programme is at the front of DFID's shift to a protracted crisis response in Yemen and demonstrates DFID's strategic commitment to addressing the drivers of conflict. It is the first DFID programme to provide longer-term peacebuilding support to Yemen since the conflict began in 2015. Further details can be found in the Business Case for the programme (Annex A).

The Yemen Peacebuilding Programme has two components:

- **Local Peacebuilding:** local conflict is reduced, and social cohesion is strengthened in targeted areas across Yemen.
- **Conflict Sensitivity Facility:** international assistance does no harm and makes a positive contribution to peace and stability in Yemen.

DFID will allocate £8 million over 2020-2024 to the local peacebuilding component for which these terms of reference have been developed. The contract will have built in flexibility to adapt to any change in context and deliver outputs as negotiated through periodic work plans to be agreed between the supplier and DFID. The contract will include an option to extend the contract by up to £2 million and two years in duration.

The terms of reference have been informed by lessons learned from the Community Peacebuilding Pilot funded by HMG between 2017-18 (Annex B)

OBJECTIVES

The programme will support activities to: strengthen local conflict mechanism; reduce inter-communal tensions, and; improve relationships between communities and local authorities. The expected **outcomes:** local conflicts are reduced, and social cohesion is strengthened in targeted geographical areas in Yemen. The programme's expected **impact** is: local peace and stability strengthened in Yemen.

RECEPIENTS

¹ The term "supplier" is used throughout this Terms of Reference to represent the company, NGO, or group of companies/NGOs/individuals who might bid for this contract. Proposals can be made by single organisations or groups.

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

The recipients of the assistance provided by this programme are Yemeni citizens including women and youth, local communities, civil society, formal and informal authorities and leaders.

GEOGRAPHIC LOCATION

The programme should work at varying scales to address conflicts within and across districts and across at least three governorates. The programme will need to work in both Government of Yemen and Ansar-Allah controlled areas. Flexibility will be afforded to allow time to secure permissions.

The theory of change and conflict analysis should drive the choice of locations and specific target communities. In other words, the focus should be on identifying the specific drivers of conflict and based on that problem-driver analysis, determining target locations to address conflict drivers.

In proposing locations, the bid should demonstrate having considered the following:

- **Conflict-affected areas**, particularly those that have a potential for conflict escalation and where the need for a peacebuilding programme is clear and substantial.
- **In which locations programme will have the most significant impact** and where the organisation/consortium will be able to add most value.
- **If any other similar initiatives exist** in the target areas proposed, and how the programme will ensure complementarity with them.
- The **operational feasibility** of working in the target areas, including security, access, permits.

Failure not to propose work in at least three governorates will make the bid non-compliant.

SCOPE OF WORK

The supplier will be responsible for identification, management and delivery of activities that reduce local conflict and strengthen social cohesion in targeted areas across Yemen.

The Yemen Peacebuilding Programme **Theory of Change (ToC)** is outlined in the Business Case (Annex A). The following statement is the draft ToC for the local peacebuilding component of the programme, though this will be refined as part of the inception phase. Suppliers are expected to submit an updated ToC for the local peacebuilding component and highlight relevant assumptions.

- *IF* local conflicts are better analysed by local communities; *IF* capacities to resolve local conflicts and to promote harmony are developed; *AND* resources are provided to aid the resolution of existing local conflicts -- *THEN* local social cohesion will be enhanced and communities will be more resilient to future conflict and shocks -- *BECASUE* they will have the tools and social capital to respond constructively.

Based on the draft ToC, examples of activities that could be considered are provided below. These are suggestions rather than requirements.

- **Supporting and strengthening informal and formal local authorities and influencers to broker local peace agreements** related to, for example, resource-sharing, tribal or identity-based conflicts
- **Capacity building/peer-to-peer support for mediators and peacebuilders**
- **Strengthening local conflict resolution mechanisms**
- **Enabling dialogue forums, strategic communications, engagement** among different identity groups and building networks for peacebuilding
- **Enabling collective action and advocacy** between civil society organisations, community representatives, formal and informal leaders/authorities on shared problems

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

- **Trialling innovative approaches** for peacebuilding, with the methodology and evidence-base for doing so clearly presented
- **Modest grant-funding or stipends** (anticipated, no greater than £10,000 per allocation) for initiatives that have been identified as a way of resolving local grievances and that contribute directly to local peacebuilding. The approach must explain how decisions on allocations will be taken to ensure principles of inclusion, conflict sensitivity and value for money. The programme will not fund efforts focused predominantly on strengthening service delivery or governance. A proposed cap on this flexible fund should be outlined in the bid.

The supplier will be required to map and understand what other donors, NGOs, private sector and civil society organisations are doing in the peacebuilding space to ensure complementarity and maximise synergies.

The programme approach may vary from governorate to governorate depending upon the needs and capacities in each context. The programme should include innovative approaches for peacebuilding, drawing on the latest evidence and learning and demonstrate how these will deliver the proposed outcomes.

The supplier will be required to develop a detailed plan for activities during the inception phase; however, this can evolve as the programme matures and will be monitored at least annually to ensure learning is being implemented.

REQUIREMENTS

Suppliers are expected to outline their approach for the peacebuilding programme while taking account of the following requirements in the design of their proposal and programme:

- Ability to establish a physical presence and operate in Yemen and propose management structure and governance arrangements for the peacebuilding programme. Suppliers should demonstrate knowledge of the relevant local systems, decision-making processes and permit requirements in order to work in the differently controlled areas of Yemen.
- Demonstrate a detailed knowledge of Yemen, its government and conflict actors and the ability to undertake robust conflict analyses and analyses of local capacities for peace.
- An updated theory of change that underpins the programme approach and activities. The theory of change should outline how the programme will address drivers of conflict, focusing on those conflicts that may have multiplier or spill-over effects and the potential for escalation. In other words, the focus of the programme should *not* be targeted at the level of inter-personal conflict or violence, but rather reducing the propensity of intercommunal conflicts and bridging historical or more recent socio-political divides.
- Significant input from Yemeni actors/organisations at the local level in shaping and directing the design and implementation of activities.
- Conflict sensitive empowerment of women and girls. Identify mechanisms for women and girls to fully participate in discussions on conflict impacts and in peacebuilding mechanisms. The programme should do this in a conflict-sensitive manner, including by strengthening the enabling environment for women's participation.
- Effective relationship-building with relevant stakeholders. Identify and work with existing networks/coalitions to build linkages between for example, national and subnational authorities, civil society organisations, mediators, women, youth leaders, within and across governorates.
- An innovative and flexible, adaptive programming approach to respond to the priority needs of conflict-affected communities.
- Develop a strong monitoring, evaluation and learning framework that enables monitoring, adaptation and lessons learning [See section K: Monitoring, Evaluation and Learning for more detail].

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**Inception Phase**

During the 9-month Inception Phase, the supplier will undertake the following key activities and deliverables:

- Finalise geographic areas based on any further scoping
- Secure approvals/permissions from relevant authorities
- Agree key stakeholders to engage through the programme and undertake first round of consultations
- Develop community engagement plans and begin initial round of consultations
- Finalise methodology for conflict and peace capacity analysis
- Undertake the first round of conflict analysis to inform programming
- Agree budgets and value for money indicators
- An updated workplan for one year and an outline plan for the remaining years
- Finalise theory of change, MEL framework, template for quarterly and annual progress reports and detailed risk and mitigation matrix
- Undertake baseline assessment and develop targets to measure against the outcomes
- Develop a communication strategy and year 1 plan.

At the end of the Inception Phase, the supplier will produce an inception report in a format agreed with DFID. The report will set out the results and findings of all inception activities and provide a detailed forward looking workplan for the upcoming year.

Implementation Phase

Specific outputs for the implementation phase will be based on the programme design proposed during the inception phase. The following will broadly be required:

- Conflict analysis. Undertaken quarterly to inform programme design, implementation and any programme adaptations
- Establishment and/or strengthening of conflict resolution processes, mechanisms and systems
- Strengthened conflict resolution capacity: for strategic dialogue, conflict resolution, mediation, peacebuilding
- Establishment of connections to other conflict resolution mechanisms, processes or networks. Ensuring the programme can link with the wider peace process, peacebuilding networks, coalitions, key leaders, authorities, civil society organisations, mediators to enable collaboration and make strategic contributions to wider processes
- Building of relationships. Including different parties to conflict, between communities and authorities, strengthening cohesion among special interest groups such as youth.

Value for money

Bids should reflect suppliers' approach to value for money and demonstrate the ability to monitor and report on this throughout the life of the programme. DFID will work with suppliers to report on the VFM indicators identified in the business case, with additional indicators agreed in the inception phase.

Skills and Expertise

The Supplier should demonstrate a clear governance and management structure for the programme. This will be particularly important for consortium bids, where the added value that each organisation brings to the consortium should be demonstrated, in addition to how partners will work together effectively. If a consortium arrangement is proposed, all consortium partners must guarantee their participation in the programme.

The Supplier will need to bring together a team with the following expertise:

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

- Local knowledge and relationships. Suppliers should demonstrate any existing relationships (including through local partners) that will enable it to rapidly mobilise and engage with beneficiaries. Suppliers should offer opportunities to partner and work with locally based experts and business and be able to demonstrate how they will support them, and capacity build them for the future.
- Proven record of delivering in complex conflict environments.
- Experience of working on peacebuilding programmes.
- Managing similar size programmes.
- Financial management, audit and accounting, including in high-risk fraud and corruption contexts.
- Using conflict analysis to design and adapt programme activities and conflict sensitive approach to programme delivery.
- Social analysis (equity, inclusion, vulnerability).
- Advocacy and strategic communications.
- Monitoring, Evaluation and Learning.
- If a consortium, demonstrate ability to manage such arrangements - bids should include an outline of the governance and management structure and decision-making processes.

Contractual arrangements

Should the selected bid be provided by a consortium, the contract will be with the lead supplier, who will be responsible for the performance and delivery of services provided by consortium members and/or downstream partners.

The Supplier is required to provide details of any consortia arrangements, including delivery chain mapping and clear division of roles and responsibilities within the consortium.

The lead Supplier will be responsible for all contractual arrangements with consortium members including any sub-contractors involved.

REPORTING

The programme will be routinely reviewed through quarterly meetings and reports and annual reviews. The following report(s) will need to be submitted to DFID.

- Quarterly narrative reports outlining the achievements and challenges faced during the implementation period, what the programme has learned and what it will do differently as a result. A template will be provided.
- Quarterly forecast of expenditures (the budget) disaggregated monthly – for the financial year April to March
- Quarterly updated workplans and forecasts of expenditure
- Quarterly comparison of budget with expenditure
- Quarterly invoices – payment of previous quarter's invoice will be made dependent on quarterly progress meetings that demonstrate delivery of outputs to the agreed standard.
- Monthly spending and activity updates
- Exit/Transition strategy – Final 6 months of the programme. This will include activities to ensure sustainability, to ensure proper handling of assets, a final programme evaluation and project closure activities.
- Project close report due within 1 month of the project end.

The table below summarises the reporting requirements.

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

DELIVERABLE	TIMELINE
Quarterly forecast and expenditure reports, with monthly resource-based forecasts	Quarterly, monthly
Audited financial accounts	Annual
Budget report and VFM framework	Annual
Progress/activity reports	Quarterly
Asset register (if required) *	Six-monthly
Risk register	Monthly
Exit/Transition Strategy	Anticipated, 6-9 months before the end of programme
Close report	Within 1 month of the project ending

*It is not anticipated that the programme will acquire assets but if this changes, an asset register should be submitted bi annually.

DFID MANAGEMENT

The DFID Yemen Conflict Adviser will be the Senior Responsible Officer (SRO) for the programme. The programme will be managed by a Programme Manager and supported by a lead DFID Technical Advisor, all of whom will be based in London.

RISKS

The Business Case (Annex A) outlines the key risks and mitigation measures, the key risks are also summarised below.

- Conflict restricts access by suppliers to programme locations
- Local authorities restrict programme implementation
- Threats to staff safety from conflict actors
- Continued depreciation of Yemeni Riyal undermines local procurement
- Financial intermediaries lose international and local access to funds
- Commercial imports stop flowing into Yemen
- Lack of national and local authority cooperation with project creates delays
- Partner capacity inhibits ability to deliver programmes effectively
- Implementation risks aggravating tensions between communities and marginalised groups
- Loss of advisory capacity in DFID Yemen limits programme oversight
- Monthly reporting cycle overburdens programme management team
- Mismanagement of funds (fraud and corruption) by partner or downstream suppliers
- Cash going to de-facto Government institutions, and/or terrorist organisations
- False beneficiaries or incorrect beneficiary identification

Suppliers should include in their bids the key risks that they perceive and how they plan to manage and mitigate them. These risks should be presented in a risk matrix, including the level of risk and how partners plan to identify, monitor and respond to these challenges.

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

The Supplier will need to finalise a risk matrix in collaboration with DFID during the design and inception phase.

MONITORING, EVALUATION AND LEARNING**Monitoring and Learning**

Suppliers must propose indicators for the programme, based on their ToC. A full logframe will be finalised with DFID during the inception phase. Suppliers should also include in their proposal their approach for monitoring, process for embedding learning into the programme and robust reporting to capture progress towards achievement of programme outcomes. A fully developed MEL framework will be developed during the Inception phase based on the approach outlined in the proposal. The programme should allocate enough resources to carry out their own regular monitoring.

The monitoring for this programme will be driven by DFID's requirement on a results-based management approach to delivery. This includes the collection, analysis, and disaggregation (by gender, age, disability, and geography) of information of the supplier's activities, beneficiaries reached, the results achieved and the operational context. The supplier must consider the following considerations in the development of their proposed MEL approach:

- Monitoring of downstream activity and verification that activities carried out by local partners have been delivered as agreed.
- Monitoring and reporting on the quality of services delivered.
- Enabling learning to inform programme design
- Monitoring conflict sensitivity and a participative approach to M&E
- Mechanisms for incorporating beneficiary feedback
- Handling mechanisms for repeated failure to deliver activities and results agreed, including procedures for dealing with complaints or problems and escalation procedures.
- Assessing outcome and impact level success in this project.

Suppliers are expected to share programme learning with DFID and externally including other DFID-initiatives and UK Conflict, Stability and Security Fund (CSSF)-supported projects through various channels and forums, including those suggested by DFID. An allocation for programme learning and dissemination (as appropriate) should be reflected in the budget.

Evaluation and Accountability

DFID will conduct annual reviews. As DFID has no staff on the ground in Yemen, we will work with a DFID-funded independent monitoring programme (IMP) to monitor this contract. The contracted supplier will need to work with the IMP in a constructive way and adjust programme implementation based on the findings of their reports throughout the course of the contract.

Suppliers should propose an evaluation methodology that will allow them to generate learnings from the programme for future peace building initiatives.

PAYMENT MODEL

Payments will be based on a mixture of payments by results (successful delivery of agreed deliverables and progress towards achievement of outcomes) and reimbursement of core costs.

Payment claims will be made to DFID in line with the milestone structure agreed with DFID, expected to be quarterly.

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

DFID may deviate from the payment model stated in the TOR for reasons that may be attributed to (but not limited to) value for money, changing context, availability of new information, etc. in that event, DFID will discuss and agree the revisions with the Supplier.

Suppliers are invited to comment on the proposed payment model.

TIMEFRAME, BUDGET AND BREAK POINTS

The programme will be 4 years including the inception phase and is expected to begin in February 2020. The total programme value will not exceed GBP £8 million over the 4 years.

The contract will include an option to extend the contract by up to £2 million and two years in duration.

DFID reserves the right to scale back or discontinue this contract at any point (in line with our Terms and Conditions) if it is not achieving the results anticipated or on grounds of fraud and/or corruption.

There will be a break point at the end of the inception phase and at the contract mid-term. At each point DFID reserves the right to terminate the contract in the event of unsatisfactory performance and delivery. DFID further reserves the right to terminate the contract in the event of substantial changes in the operating environment of the programme.

SCALE UP/DOWN

The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the programme (i.e. in relation to the programmes inputs, outputs, deliverables, outcomes and budget during the contract

OTHER REQUIREMENTS**Conflict Sensitivity**

Any intervention in a conflict-affected context will have an impact on the dynamics of the conflict, both positive and negative. As a peacebuilding intervention, this programme will be focused on identifying and maximising the positive effects it has on the conflict context. However, a robust approach to ensuring that inadvertent negative effects are anticipated, monitored and mitigated is also required. This will require effective conflict analysis, and a good understanding of the interactions between the programme and the conflict context, including through activity design, selection of target areas, beneficiary and partner selection, management of stakeholder expectations and resource transfers, and effective feedback mechanisms.

The supplier is expected to engage with the Conflict Sensitivity and the conflict analysis and conflict sensitivity risks produced by the programme.

Gender sensitivity

The programme must give due consideration to gender equality, with an emphasis on empowering and protecting women and girls. Gender sensitivity in this programme means ensuring that the differential gendered impacts of conflict on women, men, boys and girls, as well as their contributions to peacebuilding are integral in the design, implementation, monitoring and evaluation of all activities. Gender sensitivity requires ensuring that inequality is not perpetuated, that women's and men's different rights and needs are recognised and addressed. The programme should consider gender and inclusion-specific targets in the log-frame and consider how best to engage marginalised women and girls, with interventions tailored to address the barriers they face.

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT**Disability Considerations**

The supplier should develop ways of ensuring the participation of the most vulnerable people, including those with disabilities. In December 2018, DFID launched its first Disability Inclusion Strategy, setting out how DFID intends to mainstream disability inclusion across its programming. Suppliers are encouraged to consult this strategy and demonstrate how their proposal will support DFID's vision of Leaving No One Behind.

Safeguarding Considerations

All organisations that work with or come into contact with children should have safeguarding policies and procedures to ensure that every child, regardless of their age, gender, religion or ethnicity, can be protected from harm.

Protection from violence, exploitation, and abuse through involvement, directly or indirectly, with DFID programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

The organisation/consortium is responsible for ensuring that there are appropriate policies and procedures in place to expressly prohibit sexual exploitation and abuse and to receive and address reports of such acts.

Duty of Care

All supplier personnel (including their 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 their personnel and any third parties affected by their activities, including appropriate security arrangements. The supplier will also be responsible for the provision of suitable security arrangements for their 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 they (and their personnel) are up to date with the latest position. The organisation/consortium is responsible for the safety and well-being of their personnel and third parties affected by their activities under this programme.

The supplier will be required to operate in conflict-affected areas. The security situation is volatile and subject to change at short notice. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within Yemen in order to deliver the contract. It is not expected that the Supplier would put staff at risk or send them to the most insecure areas, but the supplier must have the ability to work in a wide range of districts / sub-districts across Yemen. The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for its personnel, considering 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).

The organisation/consortium is responsible for ensuring that appropriate security briefings, security arrangements, processes, procedures, and safety-related trainings are in place for their personnel and third parties affected by their activities.

The Supplier must confirm in their proposal that:

- They accept full responsibility for Security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop and implement a robust risk management plan.
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

Acceptance of responsibility must be supported with evidence of capability. In providing evidence proposals should consider the following questions:

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

- 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?
- 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)?
- Have you ensured that programme staff are appropriately trained before they are deployed, and will you ensure that on-going training is provided where necessary?
- Have you put in place appropriate mechanisms to monitor risk on a live/on-going basis?
- Have you ensured that your staff are provided with and have access to suitable equipment and that this is reviewed and provided on an on-going basis?
- Are there appropriate systems in place to manage an emergency/incident if one arises?

General Data Protection Regulation

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 App A and the standard clause 33 in section 2 of the contract.

Delivery Chain Mapping

The Supplier will be responsible for developing and maintaining a delivery chain that maps the flow of DFID funds or support to downstream recipients.

UK Aid Branding

Partners that receive funding from DFID must acknowledge receipt of funds from the UK Government and taxpayers, including through the use of the UK aid logo on programme outputs, except where it will impact the safety, security and dignity of beneficiaries and staff, in line with branding guidance.

Digital

The UK government defines “digital” spend as “any external-facing service provided through the internet to citizens. DFID is required to report all digital spend and show that it meets with the ‘Digital Service Standard’”. Plans to spend programme funds on any form of digital service must be approved by DFID. The approval process will apply to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps.

Asset Management

The Supplier will develop and maintain an asset register. An asset disposal plan will be developed and agreed with DFID during the inception phase. This will detail the treatment of assets purchased as part of an intervention.

Fraud

The Supplier is required to immediately report all suspicion of fraud to DFID without delay. Reporting should be at the point of suspicion of fraud, not the conclusion of the fraud case. All suppliers, staff and downstream recipients should be made aware of DFID’s counter fraud and whistleblowing hotline, details of which can be found here: <https://devtracker.dfid.gov.uk/fraud>. The Supplier should also set up a local whistleblowing mechanism and ensure this is widely communicated.

Transparency

DFID requires suppliers receiving and managing funds to release data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

It is a contractual requirement for all suppliers to comply with this approach, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this DFID – further International Aid Transparency Initiative (IATI) information is available from: www.aidtransparency.net

Do No Harm

DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

The programme is targeting a highly sensitive area of work. The Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The Supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID

A commitment to the ethical design and delivery of interventions including the duty of care to beneficiaries, other programme stakeholders and their own staff must be demonstrated.

DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the programme. However, it is important to adhere to principles of “Do No Harm” to the environment.

PROPOSAL FORMAT OF THE BID

Implementing partners should comprise international and local expertise. Presence in Yemen is essential. Only bids scoring over 400 in the technical assessment will be considered.

Instructions for completing your technical bid are contained in ITT Volume 1 - Instructions.

LIST OF ANNEXES

Annex A – Yemen Peacebuilding Programme Business Case

Annex B – Pilot study: The Community Peacebuilding Project

Annex C - DFID Intervention Summary Country Risk Assessment Matrix

Annex 2 – Schedule of Prices and Rates (REDACTED)