

**ATTACHEMENT 2: STATEMENT OF REQUIREMENTS****CSSF Lebanon: Palestinians Community Resilience Building****Introduction**

Palestinian refugees remain much marginalised, with limited civil and socio-economic rights. Palestinian camps consistently register social and economic indicators below national and regional averages, in terms of household income, basic services and access to economic opportunities. Exacerbating the situation is the governance situation, whereby no single body represents or is able to meet Palestinian refugee needs, resulting in a lack of accountability, participation or security. This contributes to a deteriorating security context, exacerbated by rising extremism in Lebanon and the region. In addition to the negative consequences for the livelihoods of camp inhabitants, there are resulting threats to stability and security in the Palestinian Camps and surrounding Lebanese Communities.

Alongside substantial long-term support via UNRWA, since 2009, the UK has been implementing a youth capacity building programme in all 12 Palestinian camps across Lebanon. Since 2018, the programme has focused on the reintegration of at risk/marginalized youth into their communities through providing them with skills, employment opportunities and alternative coping mechanisms.

The Foreign and Commonwealth Office (FCO) is seeking a supplier to design, deliver, monitor and evaluate a project which supports “coordinated innovative interventions” in support of solutions to improve resilience and stability in the Palestinian camps of Lebanon.

The supplier will have experience of delivering flexible and adaptable approaches in similar contexts that learn and evolve to meet changing needs and circumstances.

**Objective**

The objective of this contract is to design, deliver, monitor and evaluate a project that aims to foster a coordinated network of individual and community agency through empowering youth groups, developing innovative community solutions to issues of public interest, that engage other existing governance and service delivery stakeholders, and that respond to emerging threats and opportunities essential to tackle sources of insecurity and promote safety within the camps.

The project is expected to achieve improved social stability and enhance resilience in Palestinian communities.

**Recipient**

The direct beneficiaries of this Programme are the Palestinian Communities residing in the camps (including men, women, girls, boys and people with disabilities). The FCO understands ‘Palestinian communities’ as the Palestinian camps and gatherings that accommodate Palestinian refugees (PRS and PRL) in Lebanon.

The indirect beneficiaries are Lebanese communities living around the Palestinian camps and the Lebanese State.

**Scope**

The Implementing Partner will be required to locate its Programme Delivery Team in Lebanon, and to deliver the Programme in close partnership with the Beneficiary, and the British Embassy Beirut.

The Implementing Partner should provide evidence of:

- An extensive understanding of the context of the Palestinian camps in Lebanon
- The partner's impartiality, independence and inclusivity
- Access and solid relationships with the main actors and stakeholders in and around the Palestinian camps, including local NGOs.
- A robust approach to conflict sensitivity

The main requirements of this work are to:

1. Build a coordinated network of individual and community activists capable of delivering improvements in the dignity, safety and security conditions in the Palestinian camps
2. Build demand for community engagement, ownership and partnerships
3. Build demand for improved dignity, safety and security conditions in the Palestinian camps
4. Challenge barriers to Palestinian Communities (primarily vulnerable youth) to realising agency and participating in improving living conditions in the camps.
5. Enhance local coping efforts and community resilience
6. Establish an impartial governance structure for coordination with relevant stakeholders, service providers and residents.
7. Build ownership and sustainability (including financial) beyond the life of the project.

The Implementing Partner will be responsible for:

1. Developing Functional Needs Analysis, in partnership with the Beneficiary and HMG
2. Developing Functional Solutions Design, in partnership with the Beneficiary and HMG with a demonstrable strategy for how the project will learn and adapt to the changing context and needs of the Palestinian communities it is targeting.
3. Conducting Conflict Analysis, Gap Analysis, in partnership with the Beneficiary, leading to the design, and delivery of conflict sensitive community development solutions in line with the Functional Solution Design.
4. Identifying, attracting and creating a group of independent/inclusive community actors, empowered to lead on the development and delivery of innovative solutions to issues of public interest.
5. Developing in partnership with the Beneficiary of the code of ethics, values and mission for the Independent/inclusive Community Actors to further communicate its role in line with the Functional Solution Design

6. Identifying and advocating for tools and mechanisms for managing issues of public interest
7. Supporting a technically robust approach to community-based monitoring, accountability and evaluation mechanisms
8. Commissioning internal evaluation to determine the effectiveness and efficiency of newly established Task Force in support of the Project Objective.
9. Assessments amongst indirect beneficiary communities to evaluate the impact of the Project in line with the Project Objective.

The FCO is open to the supplier challenging the suggested thinking for achieving the project impact so long as this is well reasoned and evidence based, with a clear theory of change.

### **Outputs and Deliverables**

The implementing partner will be responsible for delivering the below indicative outputs in line with the Proposed Functional Solution Design and the Programme Delivery Plan

1. Design, create an effective group of Independent/inclusive Community Actors – in all or specific camps – manifesting interests of communities.
2. Design and deliver training and mentoring to the Group of Independent Actors to be better equipped with interpersonal, leadership, conflict sensitive and management skills.
3. Create an independent community-based monitoring mechanisms that provides a basis for engaging with governance stakeholders, service providers and residents and bring solutions to improve living conditions in the camps.
4. Identify, attract and empower at-risk and marginalised youth through involving them in the delivery of community development solutions and providing them with alternative coping mechanisms and other resources, in order that they become a constructive force, bringing benefit to their communities.
5. Increase the level of awareness among Palestinian residents
6. Design processes and procedures for the evaluation of the Community's perceptions of security, agency, resilience and stability as a result of the coordinated efforts of the established Group of Independent Activists and establish the necessary mechanisms to track and report the findings to the Beneficiary and HMG,
7. Coordinate and Support the programme governance structure ensuring the Beneficiary, HMG and other involved parties support the Programme Delivery Plan
8. Ensure evaluation of the Community perceptions of trust and public support as a result of the deployment of the programme and report the findings to the Beneficiary and HMG and adjust training and mentoring accordingly

9. Support the Programme Governance Team and ensure the Beneficiary, HMG and other involved actors are updated on the Programme Delivery Plan, activities, outcomes and progress against timelines, and able to provide leadership and direction.
- For maximum effect, the project should be designed with the following principles in mind:
- Focused targeting of interventions (all or specific camps) based on evidence and conflict analysis
  - Risk mitigation related to security and governance structures in the Palestinian Camps
  - Demonstrable flexible programming, allowing adaptations should conflict dynamics shift
  - Mainstream gender throughout the intervention's design based on gender analysis
  - Conflict-sensitive programming.
  - Ownership and sustainability/sustainable impact beyond the lifetime of the project
  - Maximise value for money
  - The Supplier should also consider the benefits of working with strengthened and empowered local organisations through the delivery of this project, and factor that secondary benefit into project design. Particular consideration should be given to the inclusion, coordination with existing stakeholders and local networks.
- The Implementing Partner will be required to produce, within 5 weeks of contract award, an inception report that sets out:
- A baseline conflict/political economy analysis and stakeholder analysis
  - A Programme Delivery Plan, to include at least the following elements:
    - Elaborated Theory of Change
    - Results framework
    - Conflict sensitivity plan, including how conflict sensitivity will be brought into design (including processes, baseline and regular analysis), implementation, monitoring, evaluation and lessons learning, and conflict sensitive communications. It requires implementers to have the required team capacities, and an approach to building the capacity of beneficiaries and partners on conflict sensitivity. Such team capacities may include stabilisation, community engagement, governance, surveying and analysis techniques and other relevant expertise.
    - A conflict sensitivity plan, including plans for regular analysis and including an analysis of the different Stakeholders within Palestinian Communities
    - Gender plan
    - Approach to duty of care
    - Risk management approach and framework
    - CTF plan
    - Disability approach

- The work plan should be delivered in an agile, politically sensitive way. This will involve regular analysis and horizon scanning to identify emerging threats and opportunities. The implementing partner will need to demonstrate the ability to monitor its impact and adapt.
- The project design should be in harmony with the Lebanese Palestinian Dialogue Strategy (LPDC).

Given the politically sensitive nature of the project, HMG may request changes to the project within the existing budget

### **Supplier consortium**

Consortia and Sub-contracting are allowed under this tender. Details should be included to the Authority of companies that will make up the Consortia, or are being used as sub-contractors. The Authority will be expecting to work with a one lead supplier heading the bid and project team, who will take full responsibility for the contract as a whole.

It would need to be clearly demonstrated that this was an effective way of delivering the project's objectives, and that suppliers involved were experienced in operating under such a model.

All sub-grants will need to be approved by the Authority and should be accounted for in the final bids

Sub-contractors should not be legally tied in to one particular bidder, but have the right to collaborate with other suppliers as necessary. Exceptions will be made to where legal agreements are already in place with the suppliers and the supply chain.

### **Reporting and M&E**

The Implementing Partner will be required to detail structures and processes for coordination between HMG, and between the Beneficiaries, for Programme Delivery.

The Implementing partner will submit and review, with HMG and the Beneficiary, weekly, monthly and quarterly narrative reports, and quarterly financial reports. Narrative reports will detail progress towards the outputs agreed in the Programme Delivery Plan, and measured against agreed indicators.

Formal reporting against a results framework (which will be drawn up by the implementer and HMG) is required on a quarterly basis, with a specific review point after the completion of the scoping exercise and the work plan. The reporting should reflect deliverables and activities outlined in the project work plan, and reporting on implementation of conflict sensitivity, including lessons learned. The project implementer will also be expected to keep in regular contact with the Head of Security Programme, and the programme team currently based in British Embassy Beirut.

Details for annual review of the programme (outputs and impact against programme indicators of effect) will be included in the Programme Delivery Plan.

An impact evaluation will be required after the full period of the programme or when requested by the programme team.

The implementing partner (and any potential sub-contractors) will need to allow access to HMG and/or third party monitors during the project's lifetime if requested by the Authority.

### **Financial Management and Payments**

The supplier is required to complete Attachment 4 – Schedule of Prices and Rates, aligning the pricing model with the Programme Delivery Plan and agreed upon, activities, outputs, outcomes outputs, outcomes and results framework.

Services will be provided on a time and materials basis, with invoices to be submitted monthly in arrears for payment. Milestone Payments may be introduced following the inception period, subject to agreement between the Parties. Any amendment to the Schedule of Prices and Rates following contract award shall constitute a variation to contract and be completed in accordance with the terms of the Framework Agreement.

An annual financial audit will be required from within the project budget. It will be integrated in the contract, and should be integrated into the Schedule of Prices and Rates.

The Supplier will be required to report to the Authority on financial management of project delivery and submit monthly financial reports to the Authority. Financial reports will provide the full accounting and reconciliation of project funds as a condition for the release of project payments from the Authority to the Supplier. Evidence of expenditure and of delivery of activities/outputs will be required with each invoice.

The supplier is expected to spend 85% of the agreed annual budget by end of December of each financial year.

### **Performance Management**

Performance management will be measured by HMG against agreed indicators and milestones in the Programme Delivery Plan. A structure and process for regular reporting between the Implementing Partner and HMG will be designed, and a risk register maintained by the Implementing Partner, with issues reviewed to ensure that programme objectives are being achieved.

Payments to the Implementing Partner by HMG will be made monthly and sequenced to the Programme Delivery Plan. Payments will be conditional upon satisfactory financial reporting by the Implementing Partner to the Authority, reconciling expenditure, and linked to programme delivery in line with agreed milestones.

In case of financial irregularities, or variations outside the agreed scope set out in the Programme Delivery Plan, payments will be suspended until the Implementing Partner provides adequate clarifications and demonstrates that corrective governance and management steps have been taken

### **Break Points**

The FCO may scale the project up or down – or cancel the project – in response to project performance, risks or strategic reprioritising or funding availability.

The contract will include a break clause at the end of the inception phase where the Supplier will be required to submit a Programme Delivery Plan. Proceeding to the implementation phase is dependent on FCO judging the satisfactory performance of the Supplier in the inception phase, FCO satisfaction of the Programme Delivery Plan, a continuing requirement for the services, and agreement on work plans and budget for the following period.

There will be further breakpoints periodically for the duration of the contract following each Annual Review. Continuation from a review point is subject to the satisfactory performance of the supplier during the preceding period and the continuing needs of the project.

**Budget**

Up to £4.9m depending on the scale and scope of the supplier's proposal with a first year budget for up to £1.7m – pending availability of funds.

Suppliers are expected to outline and justify their budget demonstrating value for money and experience in delivering at a similar scale and expertise within their delivery team.

Proposals should be in British Pound Sterling (GBP) and the successful supplier will be required to report and receive payment in GBP.

Please note that the FCO policy places the risk of exchange rate fluctuations on the supplier, who will be expected to absorb the impact of these within and across their contracts

**Timeframe**

The implementing partner is expected to start the works on the first of May/June 2019 and complete the contract 31 March 2021. The project will begin with a 5 weeks inception phase followed by 21 months of implementation phase and finally 1 month closure phase.

**Gender**

The UK sees gender equality and women's rights as central to promoting peace and stability overseas. This project will take into account any gender-related differences; consider its contribution to reducing inequality between persons of different gender; and ensure that the project does no harm to any particular gender group. If the project undertakes surveys, interviews or beneficiary analysis, the data must be gender disaggregated. Bidders should also be aware of the CSSF Approach to Gender.

**Persons with Disability**

The UK is keen to maintain a focus on disability in its programmes. We take a rights-based approach to disability inclusion in line with the United Nations Convention on the Rights of Persons with Disabilities (PWD). This recognises that disability results from the interaction between persons with impairments and the society around them. It is caused by attitudinal and environmental barriers that hinder the full and effective participation in society on an equal basis with others. This project should include people with disabilities as part of the beneficiaries.

**Conflict sensitivity**

We require partners to take a robust approach to conflict sensitivity. This includes going beyond 'do no harm' principles to include maximising opportunities for positive effect on conflict dynamics, such as improved community relations and enhanced mediation and dialogue across community divides and wider stakeholders. We also expect partners to demonstrate an understanding of how the project might affect/is affected by extremist groups and how their project interacts with/counteracts drivers of extremism. This requires a well elaborated conflict sensitivity plan, including how conflict sensitivity will be brought into design (including processes, baseline and regular analysis), implementation, monitoring, evaluation and lessons learning, and conflict sensitive communications.

It requires implementers to have the required team capacities, and an approach to building the capacity of beneficiaries and partners on conflict sensitivity.

### **Counter Terrorism Legislation**

Terrorism is a serious threat and given the countries FCO operates in there is an increasing risk that FCO resources could be diverted for use by terrorist organisations or for terrorist activity. FCO is responsible for protecting its funds from diversion to these organisations. We, along with our partners, have to comply with domestic and international law.

The Terrorism Act 2000 (TACT) enables proscription of certain terrorist groups and makes it illegal to provide material assistance and support to individuals or groups knowing or having reasonable cause to suspect it will or may be used for terrorist purposes; This includes fund-raising, use and possession of money or other property and funding arrangements (Terrorism Act 2000).

FCO takes its own responsibility for protecting its funds from diversion to a proscribed organisation seriously and expects its partners to do the same. In line with UK legislation, throughout this project legal responsibility lies with the supplier who must undertake the appropriate checks to ensure it is not inadvertently funding or providing support to terrorist organisations. FCO therefore expects all suppliers to demonstrate an awareness and policies to ensure compliance with UK CT Legislation.

### **Duty of Care**

The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this Call-Down contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

HMG will share available information with the Supplier on security status and developments in-country where appropriate.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

The Procurement will require the Supplier to operate in... e.g. conflict-affected areas and parts of it are highly insecure. Travel to many zones within the region will be subject to travel clearance from the UK Government in advance. The security situation is volatile and subject to change at short notice. 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).

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc). The Supplier must ensure their Personnel receive the required level of training and safety in the field training prior to deployment.



Tenderers must develop their Tender response on the basis of being fully responsible for Duty of Care in line with the details provided above. 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.

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

- a) Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by FCO)?
- b) Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- c) Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- d) Have you an appropriate mechanism in place to monitor risk on a live/on-going basis (or will you put one in place if you are awarded the contract)?
- e) Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- f) Have you appropriate systems in place to manage an emergency/incident if one arises?