

Section 3

TERMS OF REFERENCE

SYRIA: GOVERNANCE THROUGH EDUCATION

Terms of Reference for UK CSSF

PO 7659 Support to the Moderate Education Directorates for Teacher Stipends and Set Rates

Introduction

- 1.1 As part of its Governance Through Education programme, DFID is working to strengthen responsive and inclusive governance. We are doing this by demonstrating the delivery of effective services in moderate held areas. The objective of the Governance Through Education programme is:
 - a. Strengthened governance structures delivering vital education services to people in the parts of Syria supported by moderate actors.
- 1.2 There are currently four strands of the programme
 - a. Stipends and set rates for education staff to ensure schools have the human capacity to deliver education
 - b. Capacity building for Provincial Education Directorates to better manage education
 - c. Improving the learning environment and quality of education
 - d. Collecting evidence of what works to continually improve implementation
- 1.3 One such service is paying teachers and school auxiliary staff a contribution to household expenses – a stipend – and paying Education Directorate staff set rates to deliver stipends and to develop long term systems to improve management of the education system.
- 1.4 DFID currently supports a stipend programme known locally as *Idarah* in Idlib and Aleppo provinces. The programme is currently paying a stipend of \$100 per staff member per month in Aleppo and Idlib. The contract with the current implementing partner ends in November 2016 and we wish to re-tender for services to deliver the programme from October 2016.
- 1.5 The stipends will be paid from the Conflict Stability and Security Fund (CSSF) - a cross-Government initiative, overseen by the National Security Council (NSC). For the purposes of this programme, the contract will be signed between the Supplier and DFID.

- 2.1 The objective of the Governance Through Education programme is:
- a. Strengthened governance structures delivering vital education services to people in the parts of Syria supported by moderate actors.
- 2.2 It is envisaged that improved governance structures will have a positive impact on the delivery of education services provided in moderate opposition areas and by extension on the public's support for moderate and transparent governance and service provision.
- 2.3 Through this tender, DFID wishes to contract a Supplier to support the delivery of teacher stipend payments for the 2016/17 school year, which includes the exam process for grades 9 and 12 at the end of the school year. The stipends will be delivered through the Education Directorates of Idlib and Aleppo Provinces, and the Supplier will be required to help them strengthen their administration, finance and monitoring capacity.
- 2.4 The recipient of these services is DFID.

Scope

Purpose of the Stipend Programme

The programme is both an emergency response to the current education crisis to ensure the system continues to function and children continue to access quality education, and systems building aimed at long term resilience and recovery. The purpose of the programme is to build upon an approved governance capability and capacity within the Education Directorates of Idlib and Aleppo and to continue to support the delivery of stipends to teaching and school auxiliary staff. By association, we expect that a strengthened system led by the Directorates will build public support for moderate governance through those Directorates. The assured provision of funds for the Directorates provides them with the confidence to plan ahead and to work towards improved education outcomes in the two provinces.

DFID funding and procurement position

DFID currently has 50% of the funds required for the programme. We are exploring the possibility of securing the remaining 50% from other donors or the Private Sector. We are seeking a cooperative agreement with DFID as the lead donor. Suppliers should prepare their technical and commercial proposals based on a two semester system. Funding is assured for the first semester only and we may seek to contract on that basis, with the option to extend into the second semester once funding is secured.

Suppliers are required to submit a proposal for sourcing additional funding from the private sector

Essential Requirements

The objective of this part of the Governance Through Education programme is:

Strengthened capacity and knowledge within Idlib and Aleppo Education Directorates to coordinate and deliver quality education services in moderately held areas of those provinces.

Specifically, the Supplier will build upon work done to improve the function and capacity of staff within the Education Directorates in Idlib and Aleppo Provinces by supporting them to deliver stipends to teachers and school staff in the 2016/17 school year. The programme will also support Directorate staff with set rate payments each month.

The current rate for teachers will be a value and frequency approved by DFID. There will be varying rates for school auxiliary staff and varying set rates for Directorate staff.

The first payment round is intended to be made in early November 2016 for October 2016 stipends (paid in arrears at the end of the month) and the last payment round at the end of the second semester in June 2017.

Required Outputs

The Supplier will ensure that the Education Directorates of Idlib and Aleppo provinces are supported to deliver monthly stipend payment runs to all teachers and auxiliary school staff and set rates to Directorate staff who qualify for payments in moderate areas of Idlib and Aleppo provinces until the end of the second semester of the school year in May 2017 (final payments in early June 2017).

The Supplier will ensure the directorates maintain accurate staff lists, an online payroll system, a complaints hotline and current stipend levels, all established under the current programme.

The Supplier will ensure that the funds released for each monthly stipend payment run are reconciled against signatures from recipients before the next payment run commences.

The Supplier will ensure that Field Programme Officers are available to oversee the payment process and that independent monitoring of the payment process is carried out on a monthly basis (using the Provincial Councils in each province).

Vetting of Cash handlers

The Supplier must establish a system of vetting for all staff likely to come into contact with UK Government funds in the cash transfer chain. Therefore, the following groups must be vetted in order to receive assistance:

- a. Key staff and programme personnel in an organisation or council regardless of dollar amount. This includes individuals who distribute payments.
- b. Contractors with substantive knowledge or involvement in programme activities.
- c. All prime recipient field based staff, including those individuals based at headquarters but travel to the field to deliver training or support.

The following groups do not need to be vetted in order to receive assistance:

- a. An individual receiving a stipend for a specific service such as teachers and janitors.
- b. Staff based at international headquarters.

Gender and Conflict Sensitivity

In addition to these programme 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 the Supplier is 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 include 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.

Duty of Care

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.

The Supplier will be required to operate in conflict-affected areas, including places that 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 programmes in a wide range of different districts / sub-districts across Syria.

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).

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).

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).

The Supplier must confirm in their proposal that:

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

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 Policy¹.

Compliance with Counter-Terrorism Legislation

As per the latest draft policy statement and the interim guidance², DFID's obligations under the legislation are set out below. They apply to Suppliers to:

- a. Identify your partners;
- b. Keep appropriate records;
- c. Identify risks and be clear about the process for escalating risks;
- d. Develop good relationships with your partners;
- e. Report any suspicions and incidents to the counter-fraud and whistle blowing unit;

¹ <http://www.dfid.gov.uk/Work-with-us/Procurement/Duty-of-Care-to-Service-Providers-Policy/>

² EMC, 4 November 2014, Counter-Terrorism Financing Report

- f. DFID programme implementers and partner agencies are responsible for:
 - g. Being aware of the legislation and their responsibilities
 - h. Being aware of and vigilant to the potential risks of terrorism.
 - i. Ensuring their funding, assets and other resources cannot be used for activities that may or appear to be used to support terrorist activities.
 - j. 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.
 - k. Keeping DFID informed of evolving risks and reporting any incidents immediately to DFID
 - l. Reporting any suspicions to the police. This is a legal requirement.
 - m. At a minimum, partners need to be aware of which Syrian organizations are designated terrorist organisations (DTO) under CT legislation³.

Methodology

- 4.1 The current model is centred around the Education Directorates who are responsible for education delivery in Idlib and Aleppo. This programme will focus on delivery in Idlib and Aleppo provinces, though there may be opportunities to consider supporting other Provinces:
 - Responding to ITT Technical responses to these terms of reference should not exceed 20 A4 sides (10 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 their approach to implementing the programme.
 - Inception Phase If the response to the ITT is successful; there will be an inception phase of two to four weeks for the Supplier to build up an operational relationship with the Directorates.
 - Implementation Phase Full implementation of the programme would be subject to DFID being satisfied with the completed design and there being no change in factors which are important for successful implementation and for avoiding harm.

³<https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations>

5.1 In response to the ITT, Suppliers should outline their methodology, key deliverables and timeframes.

5.1.1 The technical response should:

- a. Describe the implementation methodology, confirming how the Supplier will work through the education directorates and assemblies;
- b. Propose approaches for robust monitoring of the programme, including establishing baselines, and developing a logical framework;
- c. Provide a draft Theory of Change representing what results are attributable to the programme.
- d. Include a timetable for the inception and implementation phases;
- e. Provide details of staffing inputs, days proposed for each member of staff, and a gant 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.)
- f. Provide detail of the management structure for implementation for implementing the programme and the status of registration of the implementer in Turkey (or the process envisaged to obtain it).

1.1.2 Evaluation Criteria for assessing tenders can be found in the Invitation To Tender (ITT) documentation.

1.2 **Activities and Deliverables for the Inception Phase**

1.2.1 DFID envisages that the inception phase will last a maximum of four weeks depending on operating experience and cover the following areas of work.

- a. Completing knowledge gathering - deepening knowledge (of people, institutions, and state of education provision) of the areas in which the programme will operate.
- b. Finalising design of the programme and implementation methodology – including a detailed proposal of where, how and with whom the programme will work; a final draft of the Theory of Change; a detailed project delivery plan, including both activities and expenditure; a comprehensive risk assessment and mitigation framework; a comprehensive fraud response mechanism.

- c. Monitoring and Evaluation: The inception phase should be to be used to produce a draft logical framework (based on the Theory of Change) and setting up robust monitoring of the programme. Suppliers will have to show that a system is in place to ensure that there is a clear method of demonstrating how governance and education will be advanced and supported through the Education Directorates.

Timeframe

- 6.1 This intervention will start in October 2016 and end in July 2017. Subject to match funding availability, DFID may extend the intervention into the 2017/18 school year.

Reporting

- 7.1 The Supplier will provide quarterly narrative and financial programme reports within 22 days of the end of the financial quarter; by 22 February 2017 for the quarter ending 31 January 2017; by 22 May 2017 for the Quarter ending 30 April 2017; and a final report by 31 August 2017 for the quarter ending 31 July 2016.
- 7.2 The Supplier will provide a monthly financial report reconciling funds paid through the programme within 22 days of the last payment in the previous month. DFID intends to ensure that the funds are paid to the Supplier in time for each payment run and therefore, previously advanced funds must be reconciled before further monthly advances can be paid by DFID.
- 7.3 Together with the monthly financial report above, the Supplier will provide a brief monthly summary report to inform of ongoing progress. Timing for this report can be discussed further prior to contract award.
- 7.4 The Supplier will also provide individual Issue Reports to inform DFID when there are issues which warrant discussion on programme / political / people risks, potential fraud or aid diversion.

DFID co-ordination

- 8.1 A DFID Programme Manager and an Education Advisor will manage this intervention.

Background

- 9.1 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.

- 9.2 There are currently four strands of the programme

- Stipends for education staff to ensure schools have the human capacity to deliver education

- Capacity building for Provincial Education Directorates to better manage education
 - Improving the learning environment and quality of education
 - Collecting evidence of what works to continually improve implementation
- 9.3 These terms of reference relate to the first of these components, ie Stipends. Through this tender, DFID will continue to support the development of provincial level education platforms which will provide stipends to teachers in Idlib and Aleppo provinces. The Supplier should be flexible in the event the programme is extended into the south. During the current school year, the development of capacity and capability within the Education Directorates, along with regular outreach activities, has seen a corresponding increase in the perception of legitimacy of the Directorates as a government entity in the Education Sector. In turn, this outcome should increase the Syrian public's support for moderate governance in those provinces. The investment in building capability and capacity within the Education Directorates is developing a platform for the delivery of other education services in the provinces. The Supplier will be expected to cooperate closely with the Supplier delivering these wider education services.
- 9.4 The Education Directorates (ED) in Idlib and Aleppo provinces are based in Idlib and Aleppo City. The directors and supporting staff are provided with set rates on a monthly basis. Below the headquarters level, the Directorates split into Education Assemblies (EAs) and Sub-Assemblies (Sub-EAs). Staffing at this level is also covered by set rates. The rates are paid only to staff who work to deliver the programme.
- 9.5 Each EA is responsible for working with school staff to identify and provide for the correct stipend payments each month in their assembly areas. The EDs hold overall responsibility for delivery.
- 9.6 Financial and fraud risk mitigation is a high priority and in addition to Supplier employed / contracted field officers, the Provincial Councils of Idlib and Aleppo provide risk assurance of the actual payment processes at local level and they also monitor and sign off the reconciliation paperwork before returning it to the Supplier.
- 9.7 The current programme uses the hawala system to transfer funds into Syria and to the EAs. The new supplier will almost certainly need to do so as well, and will need to establish financial controls to mitigate fraud and theft risks.

Annex 1 - DFID Overall Programme/Intervention
Summary Risk Assessment Matrix

Date of assessment: 23rd February 2015

Assessing official: XXXXXXXXXX

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 Programme/ 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.



Summary Risk Assessment Matrix

Location: TBD by partner

Date of assessment: 10 May 2013⁵

Assessing official: [REDACTED]

Theme	DFID Risk score
Country/Region	Turkey
OVERALL RATING⁴	3
FCO travel advice	3
Host nation travel advice	n/a
Transportation	2
Security	3 ⁵
Civil unrest	2
Violence/crime	2 ⁵
Terrorism	4 ⁵
War	1
Hurricane	1
Earthquake	5 Northern, Western and South-eastern areas especially at risk
Flood	2
Medical Services	2
Nature of Programme/ Intervention	3

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

⁴ The Risk rating is calculated using the MODE function which determines the most frequently occurring value.

⁵ Security, Violence and Terrorism - all updated April 2015

ANNEX 3 – SUMMARY RISK ASSESSMENT MATRIX

DFID Programme/Intervention Summary Risk Assessment Matrix

Location: Jordan

Date of assessment: February 2016

Assessing official: [REDACTED]

THEME	DFID RISK SCORE	DFID RISK SCORE
	AMMAN	REST OF COUNTRY
OVERALL RATING⁶	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 Programme/ Intervention	2	2

1 Very Low risk	2 Low risk	3 Med 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.

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