

Terms of Reference

Supporting Partnerships for Accountability and Civic Engagement (SPACE) in Burma: Management of Pyoe Pin Implementation Phase

Introduction

Supporting Partnerships for Accountability and Civic Engagement is a programme supported by DFID to improve engagement between government and civil society in Myanmar. The funding will support civil society and local authorities to make public institutions more responsive to people's service delivery and economic needs.

SPACE is comprised of four components;

1. Fostering partnerships for reform: DFID will support Pyoe Pin for two years to strengthen partnerships around reforms that bring about tangible improvements in people's lives.
2. Building community capacity to engage with local government: DFID will build the capacity of citizens and local organisations in Bago Region and Kayah State ¹ to become better at articulating what they want from local government, better at monitoring what it does, and better at holding it to account.
3. Building local government capacity to engage with communities: In the same state and region, DFID will fund the World Bank and UNDP to build the capacity of Township and Village Tract authorities to respond better to the needs of communities
4. Evidence and Learning: DFID will appoint a new team to learn as much as possible from the above initiatives in terms of what works and what doesn't in fostering a more productive relationship between local government and communities.

This contract is for implementation phase of *Component One: Managing Pyoe Pin*. This draws on the agreements and design work carried out during the inception phase which ended 15th October 2017.

Objective

1. The objective of Component One: Managing the Pyoe Pin Programme is to strengthen partnerships around issues of concern to citizens in Myanmar in order to promote more inclusive governance and improved development outcomes. This component of SPACE will build on nine years of DFID investment in the Pyoe Pin programme.
2. In this third phase, DFID is seeking to build on the success of the issue based approach to inclusive institutional reform in ways that a) respond to Myanmar's fast changing context b) can be measured and communicated accessibly and c) supports long-term sustainability.

Recipient

This programme will be managed by DFID Burma, and the recipients are the citizens in Myanmar.

¹ Myanmar's principal administrative sub-divisions comprise 7 Regions (the central Bamar area) and 7 States (the ethnic-minority dominated border areas).

Scope of Work

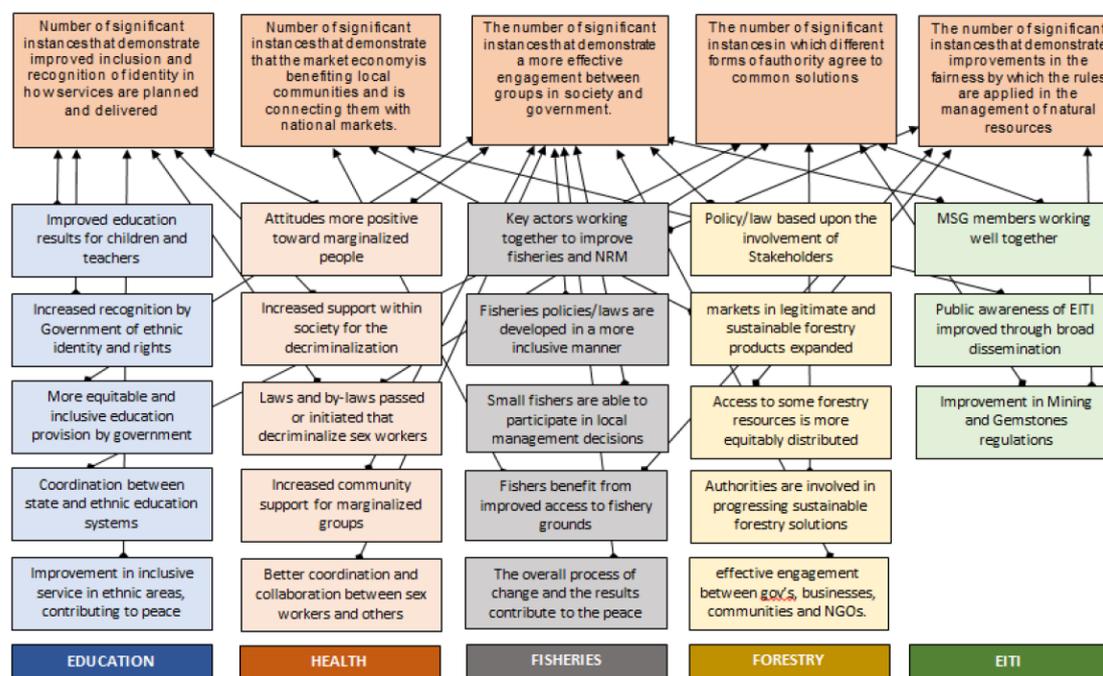
3. The supplier will be required to apply a context driven approach to develop partnerships that support inclusive institutional change. It is expected that this will follow the successful model developed under phase 1 and 2 of Pyoe Pin, but offers scope for innovation. The key tasks will include:
 - a. **Political and institutional analysis:** drawing on a deep understanding of the transitional context in Burma and identifying options for IBP engagement to be supported. Further detailed analysis at the IBP level (exploring institutions, actors and incentives) to develop strategies for supporting positive change
 - b. **Facilitation, technical support and capacity building:** Strong capacity to engage with a wide range of actors (civil society, government, private sector, ethnic groups and political parties) and act as a neutral facilitator in support for partnership building and specific activities. Provision of responsive technical assistance, research and capacity development to local partners.
 - c. **Responsive grant making:** Developing systems to deliver responsive funding to change agents while ensuring robust systems of financial and technical assurance
 - d. **Monitoring and communication of contribution to change:** Ability to develop and apply innovative and effective systems to plan and measure contributions to change, and communicate the value of support (both to DFID and other actors)
 - e. **Adaptive and strategic programming:** ensuring that all activities are highly responsive to the changing local context with a clearly articulated strategic vision (to feed into 6 monthly strategy testing)

Requirements

4. The implementation of Pyoe Pin will support 'inclusive and transparent 'rules of the game' (laws, policies and institutions) by seeking to promote significant changes in key areas, namely a) inclusion and recognition of diversity, b) inclusive markets, c) equitable distribution of natural resources, d) collaboration between different forms of authority, and e) increased engagement between state and civil society.
5. In order to achieve these significant changes, Pyoe Pin will base implementation (initially) around five domains of engagement
 - Domain 1: Integrating Education in Ethnic Areas
 - Domain 2: Health Access
 - Domain 3: Integrated Coastal Resource Governance
 - Domain 4: Sustainable Forestry Management
 - Domain 5: Extractive Industries Governance
6. The proposed outcomes and links to significant changes are set out in Fig 1.

Figure1:

Expected contributions by domains to achievement of programme outcome Indicators



7. Pyoe Pin will design activities based on short (6 monthly) and medium (18 month) terms domains plans, with clear objectives and work plans which will serve the basis for partnership development and facilitation activities. There will be scope to update areas of work and activities in response to the changing context. Plans will be reviewed and updated through six-monthly strategy testing, where evidence of results and relevance will be assessed. These strategies will be updated in consultation with the DFID SRO and the steering committee.
8. The supplier is expected to be a facilitator, not a direct implementer. Its role is to foster partnerships between key actors, and build vertical and horizontal linkages between civil society groups and individuals. Emphasis needs to be given to understanding what others are doing, where there are gaps and opportunities, and therefore how Pyoe Pin can add value. The success of the programme will be measured by the extent to which Burmese civil society groups and other actors are working effectively together, as a result of the programme, to influence policy and other changes that have a tangible positive impact on people's lives.
9. Given the increasing complexity of the reform process in Myanmar, a major emphasis of Pyoe Pin will be to understand what others are doing, forge linkages and identify gaps that can be addressed by the programme. This requires strong analysis, relationship building and adaptive ways of working to ensure that Pyoe Pin remains strategic and responsive.
10. **Grant making and sub-contracting:** At least 50% of the total programme fund for implementation will be allocated to 'core programming', which is defined as activities directly related to domain level objectives as set out in the strategy plans. At least 2/3 of the domain support budget (or 36% of the total implementation budget, whichever is

greater) will be allocated directly to local partners through sub-contracts based on prior approval by DFID.

11. The remaining 1/3 of the domain support funds will be used for activities that directly support domain level programme objectives, which are implemented directly by Pyoe Pin for reasons of efficient or viability. This can include Pyoe Pin managed staff working as coalition facilitators (offering direct support to domain partners), and expenses directly related to domain facilitation (workshops, travel and accommodation) as set out in approved workplans. The use of this fund requires prior approval from DFID.
12. Effective grant management is an important part of the supplier's responsibilities. Before funding any new civil society partner, the project manager should carry out due diligence checks to ensure that the partner has the governing structures and capacity to undertake the activities they are proposing. The supplier should also consider whether the organisation has connections with political or other groups, or is articulating views, that could prove a reputational risk to DFID and HMG. It is the responsibility of the supplier to consult with FCO and DFID if there are any doubts in this regard. This assessment should be updated during implementation. Where a partner organisation is not working in a sufficiently accountable way, or is failing to achieve progress in forming effective partnerships for change, the supplier should consider ceasing funding to that organisation. DFID policies on anti-corruption and fraud, and assurances that no funds will be used to support terrorism, need to be reflected in all activities.
13. Funding agreements with partner organisations should clearly set out the scope of activities to be funded, the expected results, the budget and schedule of payments, and guidance on inventories and unspent funds. The supplier should run robust due diligence analysis on all sub-contractors to ensure the partner organisation's financial controls are working and that financial administration and procedures are sound.
14. The supplier should keep detailed records on each sub-grant, which will be available for inspection or auditing by DFID on request. Records should show the steps the supplier has taken to ensure that funds are spent on agreed activities.
15. The supplier will be required to ensure that they have local authorisation to implement this programme in Myanmar through registration and Memorandum's of Understanding as appropriate.

Performance Requirements

16. The programme's outcome will be defined in terms of the quality of joint working by civil society and other actors around issue based programmes, within and beyond the organisations supported by the project, to influence change. There are also secondary outcomes (e.g. improvements in service delivery, improved economic opportunities, and community access to the use of natural resources and the environment) resulting from the activities in issue-based programmes. Monitoring needs to focus primarily on processes of change, with a clear line of sign to tangible impacts on beneficiaries.
17. Performance will be assessed based on the Key Performance Indicators (KPIs) set out in Annex A. These will be assessed at the time of submitting invoices (quarterly) in relation to the milestones that have been agreed in Proforma 4. DFID will provide feedback on performance in relation to KPIs and flag issues of concern. Where these have not been addressed satisfactorily in the following payment period, DFID will be able to withhold

funds until these have been achieved. Milestone reporting will be further verified by the programme steering committees (every six months).

Reporting

18. Pyoe Pin will provide short quarterly reports on domain areas, specifying details of progress against agreed activities, evidence of results and contributions towards strategic priorities (as set out in KPIs).
19. Management meetings will take place at least once a month. The programme steering committee will be consulted at least once every 6 months. An advisory group will also be established, which will feed independent review comments in the steering committee for consideration.
20. The supplier will be required to present periodic plans, including detail on context assessment, partnerships, expected results, and costings for approval in management meetings (with inputs from advisory and steering groups as required).
21. Monthly meetings with DFID will update on progress, risks and the delivery plans. The supplier is required to keep an updated risk register, asset register, value for money framework and quality assurance framework in line with DFID policies. The supplier would be expected to maintain an up-to-date fund-stream map, which enables DFID Burma to track quickly, transparently and accountably where DFID funds are flowing.

Timeframe

22. The implementation of Pyoe Pin will commence by November 1st 2017 and will close by end June 2019.
23. DFID reserves the ability to either scale-up or scale-down the services being delivered at any time, subject to the outcome of the annual review. DFID will also have the right to terminate the contract at any point where it has strong justification that the programme is not delivering the intended results and/ or does not offer value for money to DFID.
24. The supplier should be prepared to amend its strategy, work plan and budgets should any circumstances arise in which DFID decides to scale the programme up or down and the supplier should be aware of the need for a contract amendment this being the case.
25. There will be a break point nine months into the contract (August 2018) where DFID Burma will review progress on the contract. Continuation after this point is dependent upon supplier performance and continued demonstration of value for money.
26. DFID may extend the contract for up to 12 months, should an ongoing need for the services exist.

Budget

27. The maximum budget for the implementation of Pyoe Pin [Redacted].
28. In view of the flexible and adaptive needs of the programme, the implementation budget will be based on a combination of core management and flexible (programme) costs. The allocation of the core management (fees and expenses) will be pro-rata. Flexible

costs (consultant drawn down and domain support funds) will be estimated and allocated based on prior agreement from the SRO. All expense items and flexible costs will be invoice on a reimbursable basis, and subject to verification by the DFID programme team. The supplier will be responsible for relevant taxes (e.g. VAT, customs duties) included in the budget and all financial forecasts throughout the project, in accordance with DFID guidance.

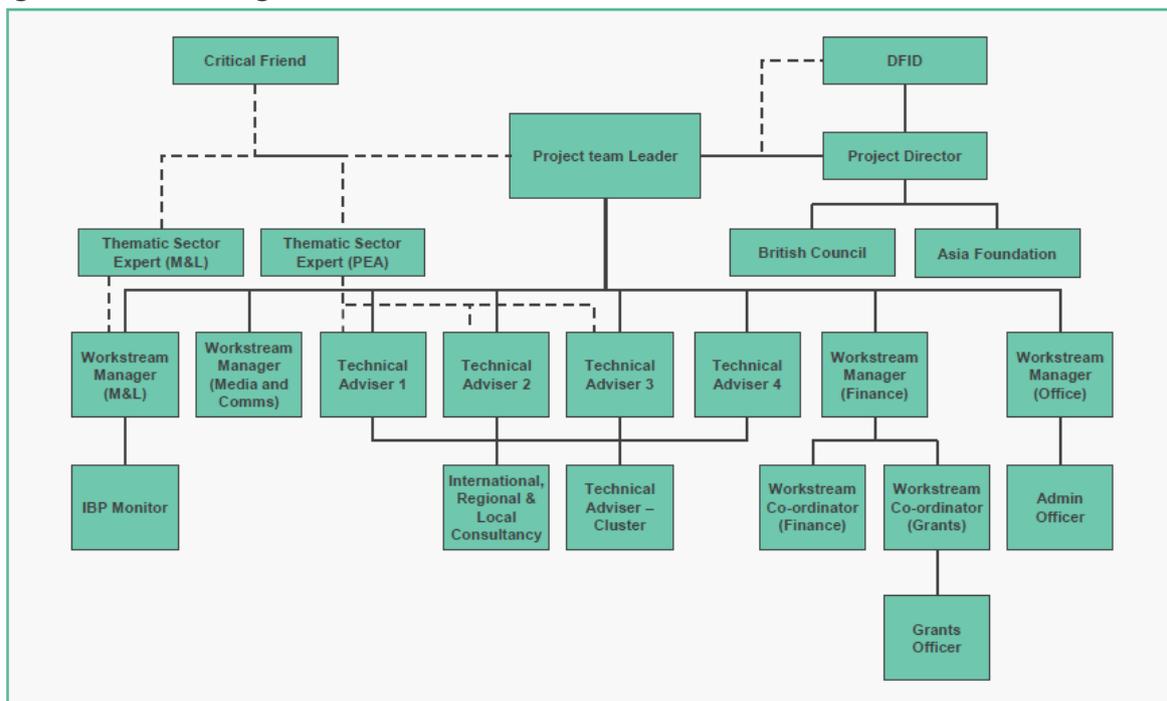
DFID Coordination

29. The Pyoe Pin Team Leader will report directly to the DFID Senior Responsible Owner for SPACE and the DFID programme team through management meetings. An advisory board and steering committee for SPACE will review periodic plans, performance and input into strategy testing.
30. The supplier will be required to coordinate closely with other components of SPACE, including new civil society approaches in selected states and regions, investments in local development funds and local authority capacity development, and Evidence and Learning activities. This will include sharing strategic plans and partnership arrangements to ensure there is complementarity. Pyoe Pin is also required to work closely with other DFID supported programmes and, other HMG departments to share analysis and learning and support delivery of UK funded programmes.

Management

31. The implementation of Pyoe Pin will be anchored by a core team to oversee strategy, domain programming, grant management and monitoring (see Fig 2). The team will be supported by short term consultants and will work with domain level facilitators and local partners. The use for funds for staffing inputs outside the core team (fig 2) will require prior approval from DFID.

Figure Two: Staffing Structure



32. With a view to setting in place plans for sustainability there will be a transfer to a local team leader and appointment of an international Operations Manager. These management changes will be implemented by January 15th 2018. The DFID SRO will be part of the recruitment panel to interview the local team leader, and will be involved in the review of candidates for Operations Manager.
33. The post of international team leader will be ended from 15th January 2018. The new team leader, together with the Senior Management Team (comprising of domain technical leaders, operation manger, M and E work stream lead and communication manager) will oversee management all activities under the Pyoe Pin programme (including any non-DFID funded activities) in conjunction with the British Council Programme Director and DFID SRO.

Sustainability

34. Pyoe Pin will assess and implement options for long term sustainability during this phase of the programme. This will include assessing the institutional options as well as diversify the funding base during the initial two years, with a view to enabling longer term sustainability. Defining the nature of the programme going forward (as civil society facility or think tank) and the institutional basis that enables direct funding from other sources will be one important aspect of the innovation during this phase. Proposals for institutionalisation will be informed to DFID for approval prior to taking these plans forward.
35. Where there are other activities being managed by Pyoe Pin, it is the responsibility of the British Council to inform DFID and enable access to programmatic budgets to ensure that DFID funds are accountable against activities set out in this scope of work.

Duty of care

36. The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. Further information for the expected DoC requirements are provided below and see the attached Annex A.
37. DFID will share available information with the Supplier on security status and developments in-country where appropriate. DFID will provide the following:
 - All Supplier Personnel will be offered a security briefing by the British High Commission/DFID on arrival. All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.
 - A copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.
38. 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.

39. The Service Provider must develop their proposal on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by DFID (see Annex A). 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.
40. Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence Tenderers should consider the following questions:
- i. 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 DFID)?
 - ii. 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?
 - iii. 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?
 - iv. 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)?
 - v. 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?
 - vi. Have you appropriate systems in place to manage an emergency / incident if one arises?

Transparency Requirement

41. DFID has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. DFID requires Suppliers receiving and managing funds, to release open 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.
42. It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this DFID – further IATI information is available from;

[Redacted]

End of Contract Activities

42. Three months before the expiry date of the contract the Supplier will prepare for DFID approval a draft Exit Plan which shall include:
- A disposal plan for all assets procured throughout the lifetime of the programme in accordance with DFID procedures on asset management and disposal;

- Addresses any material items that are necessary or desirable for the continued co-operation of the UK Government after the contract ends;
- The supplier's plans on co-operating to ensure the smooth transfer of responsibilities from the supplier to any persons or organisation taking over such responsibilities after the contract ends;
- The supplier's plan to deliver to DFID (if requested or as otherwise directed by DFID) prior to the contract end date (or termination of the contract), any finished work or unfinished materials or work-in-progress which relate to the contract;
- The supplier's plans to provide DFID before the contract ends a summary of the status and next steps in relation to any on-going projects or other material and unfinished activities being conducted or monitored by the supplier;
- The return by the Supplier of all Confidential Information to DFID before the contract end date.

Allow for a period of up to sixty days after the contract end date (or termination date) for the exit process to be properly implemented

Annex A: Key Performance Indicators

Reporting Narrative Criteria	3 months	6 months	9 months	12 months	End of Programme
(Management changes implemented)	Local team leader and operations manager in post. <i>(process agreed with SMT and DFID on recruitment panels)</i>				
<ol style="list-style-type: none"> Regular meetings with DFID, to update progress Pyoe Pin contributes and ensures collaborative working with other components of SPACE, as well as DFID's country programme. 	<p>Monthly meeting with TL/SMT;</p> <p>Pyoe Pin participates in SPACE programme coordination and DFID programming discussions</p>	<p>New TL/SMT meet with DFID monthly; and input into HMG analysis (as needed)</p> <p>Pyoe Pin participates in SPACE programme coordination and DFID programming discussions</p>	<p>New TL/SMT meet with DFID monthly; and input into HMG analysis (as needed)</p> <p>Pyoe Pin participates in SPACE programme coordination and DFID programming discussions</p>	<p>New TL/SMT meet with DFID monthly; and input into HMG analysis</p> <p>Pyoe Pin participates in SPACE programme coordination and DFID programming discussions</p>	<p>Final report and programme audit demonstrates effective programme management, value for money, evidence of results etc</p>
<ol style="list-style-type: none"> Domain planning and strategy testing shows clear evidence of outcomes/progress against work plan and financial forecast, and (domain level) adaptation to contextual changes 	<p>Agreed domain work plans initiated (updated as needed)</p>	<p>Strategy testing carried out – and agreed with SMT/DFID</p> <p>Interim results (against domain strategy plans)</p>	<p>Results reported (against domain strategy plans) and communicated</p>	<p>Strategy testing carried out – and agreed with SMT/DFID</p> <p>Results reported (against domain strategy plans)</p>	

		reporting tested		and communicated	
4. Use of flexible (drawn down) funds implemented as agreed, with prior information to DFID linked to agreed work plans		Prior information to DFID on used of domain funds and consultant drawn down	Prior information to DFID on used of domain funds and consultant drawn down	Prior information to DFID on used of domain funds and consultant drawn down	
5. Pyoe Pin programmatic strategy review demonstrated adaptation and innovation in response to changing context and opportunities		Programmatic review carried out (SMT/DFID) and updated accordingly in agreement with DFID 6 monthly advisory board	Programmatic review carried out (SMT/DFID) and updated accordingly Evidence of innovation	Programmatic review carried out (SMT/DFID) and updated accordingly in agreement with DFID 6 monthly advisory board and/or annual steering group Evidence of innovation	
6. Pyoe Pin delivers evidence of contribution to significant change and communication of results		Interim 'significant change' reporting	Significant changes on at least 3 outcome areas captured and communicated	Significant changes on at least 3 outcome areas captured and communicated	
7. Sustainability planning is developed and implemented		Options review by SMT/BC/DFID with agreed strategy plan	Institutional and funding development plan implemented	Institutional and funding development plan implemented	Pyoe Pin demonstrates capacity to continue beyond May 2019 (new sources of funding in place)