

Contract Section 3 - Terms of Reference

Burma Humanitarian And Resilience Programme (HARP) Facility Manager

Part of the DFID Burma programme 'Humanitarian And Resilience Programme (HARP)'

1. Introduction

- 1.1 Humanitarian assistance is a core focus of DFID globally, reflected in the objective of the UK Aid strategy (December 2015) to strengthen resilience and response to crises. Humanitarian assistance has also been a core part of DFID Burma's approach, with a quarter or more of DFID Burma's programming until recently being principally humanitarian in nature. With political and economic transition processes in Burma, DFID has increased its non-humanitarian development portfolio, but continues to maintain a strong humanitarian portfolio, particularly given increased humanitarian needs in Kachin, Northern Shan and Rakhine States in recent years.
- 1.2 As part of this, DFID has developed a new business case, 'Burma Humanitarian and Resilience Programme', for work up to 31 December 2020 (the "HARP Business Case"). This programme aims to save lives, reduce the poverty and suffering of crisis affected people in Burma and Thailand border areas; enhance resilience of crisis-affected communities and the capacity to respond to future humanitarian need in Burma. The programme is humanitarian and will respect humanitarian principles of providing assistance on the basis of need alone and independent of political objectives, and needs to be coherent with wider DFID and HMG work on governance, peacebuilding, climate resilience, livelihoods and service delivery in Burma.
- 1.3 DFID wishes to seek the services of a supplier (the "Supplier") to implement one of the delivery mechanisms of the HARP Business Case; the HARP Facility. The HARP Facility will work alongside and be coherent with the other mechanisms of the HARP Business Case and other related DFID work in Burma.
- 1.4 DFID requires the following: a Supplier with a team that is demonstrably fit for purpose and equipped to deal with known needs and able quickly to respond to new needs; a Supplier with the expertise and competence to operate well in Burma, including managing programming that is in some of the most challenging and inaccessible parts of the country, as well as in Thailand; a Supplier that has the capacity, flexibility and expertise to respond quickly and effectively to rapidly changing opportunities and needs; a Supplier that can help to improve the overall humanitarian capacity and response in Burma; a Supplier able to be operational within the required timeframe; and a Supplier that is able to demonstrate value for money for DFID.
- 1.5 This Terms of Reference (ToR) should be read alongside the HARP Business Case, released as an Additional Document. Further documents shared through the Prior Information Notice are also included as Additional Documents. Section 10 provides further advice on Additional Documents.

2. Recipients

- 2.1 The HARP Facility will provide a mechanism to fund and manage the delivery of humanitarian assistance to crisis-affected people within Burma, and to Burmese

refugees in border areas of Thailand. This will be primarily through the awarding of contracts and grants to a range of entities, for example United Nations organisations, international or national non-governmental organisations, and civil society organisations, but also potentially government entities or private companies. The award of contracts or grants will usually follow a competitive process. The intended ultimate main beneficiaries of the programme will be crisis-affected people in Burma and border areas of Thailand.

3. Scope of work

3.1 The intended impacts of the overall programme are: to save lives; reduce the poverty and suffering of crisis affected people in Burma and Thailand border areas; enhance the resilience of crisis-affected communities and the capacity respond to future humanitarian need in Burma. As the primary delivery mechanism of the HARP Business case, the HARP Facility is intended to deliver on all of the intended outcomes of the Business Case: increased effectiveness of humanitarian action in protracted crises; improved quality and coverage of emergency preparedness and response across the country; and enhanced focus on addressing the causes of humanitarian needs and building resilience at the individual and community level within humanitarian assistance. The HARP Facility will achieve this through work under the following five pillars (detailed further in the HARP Business Case):

1. Better support to protect and provide basic services to vulnerable people living in protracted crises
2. Stronger capacity of DFID and partners to meet acute spikes in humanitarian need
3. Better accountability, coordination and coherence of the humanitarian system in Burma
4. Improved approaches to address long term drivers of humanitarian need and disaster risk, such as durable solutions for internally displaced people and actions that build resilience to natural disasters and conflict
5. Better focus on generation of evidence and synthesis of learning on what works well and less well in humanitarian programming in Burma.

3.2 A subcommittee will be set up for each pillar¹. Each pillar will design a pillar strategy for the HARP, which together with cross-cutting issues will form the basis of the HARP Facility Strategy to be proposed to the Steering Committee (see 3.5.1 below). It is envisaged that subcommittees will also inform the design of programming under the HARP. The Supplier will lead the work of the subcommittees, with the participation of DFID technical advisers and relevant other DFID or UK Embassy staff, experts and stakeholders.

3.3 Suppliers should note the design principles set out in the Strategic and Appraisal Cases of the HARP Business Case of flexibility, adaptability and learning, and multi-year support in protracted crises. Suppliers should also note the need to build in cross-cutting themes of conflict sensitivity and do no harm; cash programming; gender and gender equality; protection; resilience; and accountability to affected populations, both into the programming of the HARP Facility and into the design and functioning of the Facility itself, i.e. the systems and process for the management and functioning of the HARP Facility.

¹ Consideration will be given to combinations of pillars with less direct programmatic relevance through the HARP Facility

3.4 To achieve these impacts and work according to the principles, the Supplier for the HARP Facility will have three primary functions. Any work performed in fulfilling these roles must fit under one or more of the five pillars (detailed in paragraph 3.1 above) and must complement and enhance work done under the other mechanisms of the HARP Business Case, other related DFID work, and the humanitarian and resilience programming of other actors.

3.5 The primary functions are as follows:

3.5.1. Fund management of the HARP Facility: the strategic direction of the HARP will be established and updated each year through the Steering Committee, for which the Supplier will supply secretarial functions. The level of funding will be confirmed annually by DFID and any other donors contributing to the Facility.

- The Supplier will manage the process of Calls for Proposals (“Calls”) to identify HARP programming. Design of each Call for Proposal will be led by the Supplier, consulting with DFID before and during the process, with consultation of wider stakeholders where relevant. Call for proposal documents will be approved by the HARP Executive Committee (see 7.2 below). The Supplier will carry out evaluation of bids against criteria agreed between the Supplier and DFID, and make recommendations to DFID for final decisions. The default criteria and weighting will be agreed in the inception phase but with expected adaptation to the criteria and weighting agreed between DFID and the Supplier for each Call. Contracting and technical and financial oversight during implementation will be the primary responsibility of the Supplier, as well as monitoring of project implementation, including field visits.² Calls could be sectorally or geographically focused, and the process and timing of Calls might differ depending on the urgency of the needs to be addressed, with a fast track procedure to be developed by the Supplier. We also expect that funding for some proposals will be at least partly output-based and some Calls will be designed to require at least partially output-based bids.
- The Supplier will also manage a small earmarked innovation fund, to be designed during the inception phase for research and pilot projects to build the evidence base, with technical input from the HARP Evaluation Manager where necessary. The strategy for the innovation fund will be agreed annually by the Steering Committee. The HARP Evaluation Manager will be contracted through a separate procedure.

3.5.2. Strategic Capacity Building Facility (SCBF): the SCBF aims to analyse and address the primary capacity-related constraints to addressing humanitarian needs in Burma. It is expected to focus mostly on national and local NGOs and civil society organisations, but with consideration of the role and capacity of other actors in addressing humanitarian needs, such as assistance provided by the private sector, or the role of

² The Supplier should consider that DFID expects to continue providing humanitarian assistance in Burma on the Thai side of the Thai-Burma border, and in areas of Burma where access is restricted or where the Union Government of Burma does not have effective control of territory. It is also expected that the HARP Facility should be able to work with implementing partners not officially registered with the Union Government of Burma.

financial intermediaries. During the inception phase, the Supplier will carry out an initial analysis and prioritisation of capacity-related barriers to humanitarian action in Burma and present a workplan for the SCBF to the HARP Steering Committee.

3.5.3. Provision of advice and technical assistance to entities engaged in humanitarian work in Burma and border areas of Thailand, including but not limited to those specified in paragraph 2.1;

- Humanitarian technical advice to actors funded by the HARP Facility to address gaps and weaknesses in response related to technical capacity, and identified throughout the programme cycle by the implementing partner, the Supplier or by DFID. Such advice will be provided through and during field or desk-based monitoring, but also potentially by short-term experts, or by short, medium or longer term attachments or secondments into implementing partners, or by other agreed means. Needs may arise quickly and the Supplier will need to be in a position to respond with speed and flexibility.
- As well as advice and support to entities funded through the HARP as set out in the first bullet above, the Supplier is also likely to be requested to provide similar technical support or technical advisory capacity to the wider humanitarian response in Burma, including potentially to government entities or those of non-state actors. This support may be through provision of technical experts into, or attached to, coordination or technical advisory bodies, or through means described in the first bullet. This will be particularly, though not exclusively, in areas that DFID believes the wider humanitarian response needs strengthening, such as those set out in the Humanitarian Emergency Response Review (2011) and UK Government Humanitarian Policy (2011).
- The Supplier will be expected to play a role in dissemination of learning and monitoring outcomes through the HARP Facility to the wider humanitarian and development communities, and to engage with and act as a liaison between the HARP Facility and other relevant groups, such as the Myanmar International Non-Governmental Organisation Forum, Myanmar Disaster Risk Reduction Working Group, Committee for the Coordination of Services to Displaced People in Thailand (CCSDPT), UN Organisation for the Coordination of Humanitarian Affairs (OCHA), South East Consultation Forum and relevant Multi-Donor Trust Funds such as the Livelihoods and Food Security Trust Fund (LIFT), 3 Millennium Development Goal Fund (3MDG), Peace Support Fund, Joint Peacebuilding Fund, civil society coordination bodies and the Myanmar Education Consortium. It is expected that this coordination/liaison role will work in close coordination and complementarity with the DFID Burma Humanitarian Adviser.

4. Requirements on format and content of tender submissions

4.1 The proposal should include:

- a. A technical proposal which includes:

- Broad strategy for the duration of the contract; high level approach to annual work-plans and indicative indicators
 - Approaches to cash programming, conflict, gender, protection, resilience, and accountability to affected communities
 - An approach to ensuring a strong fit with other work in the HARP Business Case, as well as other relevant work by DFID, HMG, other donors and engagement with humanitarian coordination structures.
 - An assessment of the key challenges and gaps in addressing humanitarian needs in Burma, including consideration of the political economy– and the approach of the Supplier to addressing these. This should include how they will continue to monitor, re-assess and ensure the HARP Facility is able to respond to an evolving political economy.
 - An outline of the structure, systems and processes for fund management, including an indicative procedure, timeline and key steps for a standard and an accelerated call for procedure process, from call design to selection and funds transfer to the implementing partner.
 - An initial approach to the Strategic Capacity Building Facility.
- b. A detailed work-plan for year one following contract award. This should outline how the Supplier will meet the inception requirements outlined in section 6.
 - c. Proposed strategies for the roles described in the section 3 of this ToR.
 - d. A proposed approach to communications and information management and dissemination, including a web-based platform for information dissemination, management and monitoring.
 - e. Draft modality and milestones for any elements of performance-based payment for the implementation phase, with suggested key performance indicators where appropriate closely linked to the outcomes required by the programme. The proposal may include a hybrid approach to performance-based payment with clear rationale on the performance-based payment approach proposed for each part of the scope. This should be linked to the financial plan.
 - f. A draft monitoring strategy, including the proposed approach to monitoring in difficult-to-access areas, and how the Supplier will report to DFID (please refer to paragraph 7.11.2). This will include an outline logical framework based on the impact and outcome statements in the HARP Business Case. The logframe should set out the objectively and quantitatively verifiable indicators the Supplier will propose for measuring progress against impact, outcome and output, including means of verification and risks and assumptions, and proposing what sorts of quantified milestones and targets could be used at the Outcome and Impact level.
 - g. Specify overall budget ceiling for each of the three primary functions set out in paragraph 3.5 within a £60m overall Facility size, and a financial plan. The Facility is likely to be managing 5 - 10 larger projects at any one time, as well as smaller pilot or research projects through an innovation fund to be designed in inception, and implementing technical assistance and the agreed Strategic Capacity Building activities. The basic budget for programming through the Facility will be set annually, and Suppliers should not budget to spend more than £30m in the first two years. The value may increase at short notice to respond to new humanitarian needs, and the Supplier will need to make provision for capacity to manage the contracting of additional programming at short notice to respond to rapid changes. The financial plan should draw on the information in sections 7 and 9. It must also be closely linked to the approach described above – a detailed budget/financial plan for the inception period and first year. Following inception, a structured approach for years 2 and 3, and some more flexibility for the remaining time. Budgets must be

based on an assumption of £15m of annual spend in the first 12 months of programming, and specify the budget within this for the primary functions set out in paragraph 3.5 (including governance functions as outlined in section 7). DFID expects the budget for the Strategic Capacity Building Facility and standing technical assistance capacity jointly to form no more than 5-10% of the value of the Facility, and fund management functions to provide the best possible value, with the large majority of funds are programmed through Calls. Budgets should also reflect the costs of setting up any proposed additional office(s) outside of Yangon as described in section 6. Specify fee, overhead and where relevant profit rates for the whole programme, which will be fixed for the life of the contract.

- h. A plan for ensuring value for money for DFID Burma over the course of the programme. This will include the Supplier's approach for keeping inputs and fee rates at a level that demonstrably provides DFID with value for money. It will also include the Supplier's approach for ensuring that the benefits of the activities undertaken both outweigh costs (including management fees) and are the most effective activities to deliver the intended outcome.
- i. Risk assessment and risk mitigation strategy
- j. Evidence of capability for Duty of Care as described in section 6.
- k. Team composition³ drawing on information in sections 1 and 6, including CVs of senior staff with a short narrative confirming why they are the best match for the position proposed, and the envisaged timing of deployment.
- l. Supplier's assurance of internal best practices on systems and policies, e.g. fraud, fiduciary risk management, HR, financial management, monitoring and evaluation. A financial assessment. If the proposal is from a consortium, an explanation of the proposed governance and legal structure, and due diligence assessments of consortium partners.

5. Competition criteria

5.1 Proposals will be assessed against the criteria set out in this document and all other tender documentation. Particular emphasis will be placed on the following:

- a. Capability to deliver in Burma
- b. Capacity for sound programme and financial management, both for delivery of work implemented directly and for oversight of sub-contractors
- c. Capacity to deliver technical expertise flexibly and opportunistically on issues of humanitarian assistance and resilience in the five pillars, plus the ability to deliver according to the timeframe described
- d. Approach to addressing key principles of programme design as set out in the paragraph 3.2
- e. Expertise on issues of cash programming, conflict, gender, resilience, accountability to affected communities, as well as humanitarian sectoral technical expertise.
- f. Approach to ensuring flexibility and adaptability of approach in a continuously and sometimes rapidly changing and evolving environment
- g. Value for money, including transparent breakdown of fee rates for a core in-country team and short/long-term personnel

³ We want the set-up that is best able to deliver on the objectives of the programmes. This will require a strong team of permanent staff based in Burma, together with some consultants/specialists that can be drawn on to come in to Burma to work on issues as they arise. The main office will be in Yangon, with the possibility of field office(s) in other locations.

6. Operational requirements

- 6.1 The Supplier will suggest the complement of full-time technical and support personnel and the mechanism through which further technical experts will be resourced, as needed to deliver on technical assistance requirements. The Supplier should propose an appropriate mix of full-time personnel based on the role laid out in section 3. The Supplier may wish to set out a scenario in which there is a smaller full-time team in part or all of the first 6 months of the programme whilst priorities amongst and within the pillars and mechanisms are being established.
- 6.2 The main project office will be in Yangon. Further permanent field office locations are not expected but may be proposed. In this case, the Supplier should clearly demonstrate the overall cost and benefit of setting up a field office.
- 6.3 The Supplier should clearly set out the proposed mechanisms for monitoring implementation in difficult to access areas, including those outside of government control, areas where travel authorisations for international staff are not always granted, and for programming implemented in Thailand, or cross-border into Burma from Thailand or other third countries.
- 6.4 The Supplier will submit a report to DFID at the latest 12 months before the end of the contract setting out the timeline and key steps for the cessation or handing over of programming, and for the winding up of the HARP Facility.

Inception requirements

- 6.5 An inception period will take place from contract award until December 2016. This constitutes an inception period of 6 months based on finalising the procurement in or before June 2016 as planned.
- 6.6 In the Inception Period we expect the Supplier to deliver:
1. Within 6-8 weeks of contract signature, a fully operational central programme office, including the mobilisation of requisite core staff and establishment of the programme in suitable premises
 2. Within 6 weeks of the opening of a central office the Supplier will be in a position to propose a set of policies and procedures to ensure smooth functioning of the programme. This will include plans, timetables, policies and procedures to support:
 - a. Call for proposal and contracting processes, programme management and reporting processes;
 - b. Procurement, due diligence, financial management and reporting following international best practice;
 - c. Design and establishment of a results monitoring and evaluation system;
 - d. Staffing plans and timetable, including duty of care, management and contractual arrangements for all staff, and;
 - e. Risk management strategy.

3. A needs analysis and proposed workplan for the Strategic Capacity Building Facility should be provided within 4 months of contract award.
4. A structure and processes for funding of pilot projects and research, separate to the standard call for proposal process.
5. A comprehensive Monitoring Framework for the HARP Facility, including the capacity to provide results data required by DFID and data required by the Evaluation Manager. The Monitoring Framework will be drafted within 4 months of contract award and finalised by the end of the inception period. The Supplier will lead this process, ensuring full collaboration with DFID and the HARP Evaluation Manager.
6. Full scoping of year one activities to follow inception. These should be ready to begin immediately after inception, though some activities will commence during inception.
7. Full set of updated programme documents (as per the documents required as part of the proposal in section 4).
8. The Supplier will organise a meeting of the Steering Committee (see section 7 below) at the end of the inception period where the Steering Committee will approve the full set of documents. In addition it may be appropriate for the Supplier to organise an ad hoc meeting of the Steering Committee during inception, a decision that will be made by the DFID SRO (see paragraph 7.2).

Duty of care requirements

- 6.7 The Supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities detailed in this TOR. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 6.8 The Supplier is responsible for ensuring appropriate safety and security briefings for all of their short-term personnel delivering work as defined in these ToR and ensuring, where appropriate that their long-term 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.
- 6.9 The Supplier is responsible for ensuring adequate safety and security procedures are in place for implementing partners as part of the due diligence process.
- 6.10 If the Supplier is unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your Tender will be viewed as non-compliant and excluded from further evaluation.

6.11 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, the Supplier should consider the following questions in no more than 2 sides of A4 as an annex to the Technical Proposal:

- 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 DFID)?
- 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?

7. Governance and Reporting

7.1 The Supplier will perform the secretariat function to the Steering Committee which is responsible for overseeing the implementation of the HARP Business Case, and for the organisation of the Annual Stakeholder Forum. This role will include but not be limited to organising the logistics for the annual Steering Committee meeting and any ad hoc meetings; arranging for the advice of the Steering Committee in between the annual meetings if necessary; preparing the agenda and the papers for any meeting or input; and preparing minutes of any meeting or decision (which will be drafted by the Supplier and agreed with DFID). The composition of the Steering Committee is outlined in the HARP Business Case. Where external advisors to the Steering Committee are agreed, the Supplier will be responsible for identifying, recruiting and paying for the services of these external advisors (with DFID SRO – see next paragraph – having sign-off on proposed names).

7.2 In addition there will be a HARP Executive Committee which will meet every quarter or more frequently as necessary, as set out in the HARP Business Case. The main roles of the Executive Committee will be: to review the on-going financial and programmatic performance of the Facility and its projects and resolve issues; to approve calls for proposal; to approve award of project contracts. This committee will initially be composed of the DFID Senior Responsible Owner (SRO), relevant other DFID Advisers, the DFID programme manager and the Supplier. This may be expanded if/when other donors join the mechanism or if there are other relevant staff from DFID or the HARP who need to attend. The Supplier will provide secretariat services to the Executive Committee, including minutes (which will be drafted by the Supplier and agreed with DFID). The SRO will be responsible for approving the key outputs of the Executive Committee, including work-plans and financial plans. These functions will be performed at the Executive Committee level. The Executive Committee will report back to the Steering Committee. Major strategic shifts will need to be agreed between the DFID

Burma Head of Office, the Governance and Security Team Leader and the SRO and this will be done at the Steering Committee level.

- 7.3 It is envisaged that the Supplier will also establish a subcommittee for each, or the principal, pillars of the HARP Business Case. These subcommittees will design the HARP Facility approach to meeting the Pillar objective, for agreement by the Steering Group. The Supplier will lead and manage the process of the subcommittees. The DFID Humanitarian Adviser and relevant other DFID advisers will participate in the subcommittees, as well as wider stakeholders. The subcommittees should also review the technical design of calls for proposal with relevance to the Pillar. The Supplier will be responsible for ensuring adequate expertise is available within subcommittees on cross-cutting issues per 3.3 above.
- 7.4 Progress reports will be submitted to the HARP Executive Committee at least 5 working days prior to Executive Committee meetings. Progress reports will be shared with members of the Steering Committee (and other relevant DFID/HMG staff) prior to Executive Committee meetings. HARP progress will be a key part of the Steering Committee meetings.
- 7.5 Overall coordination of the programme within DFID will rest with the SRO for the programme.
- 7.6 The Supplier will organise annual Stakeholder Forum meetings covering all the activities in the HARP Business Case with UN, civil society and other stakeholders - and present jointly with DFID (and other development partners or other implementing partners of the HARP Business Case as appropriate) at these meetings.
- 7.7 The Supplier will also seek external views on HARP's activities, plans and options (from civil society, business and government) on an ad hoc basis, especially areas which might be sensitive. Ideas for doing this in an effective manner should be included as part of bids.
- 7.8 The Supplier will proactively coordinate as appropriate with the Union Government of Burma, other donors and other groups involved in similar areas of intervention, such as those mentioned in 3.4.1 above. The Supplier will report on this to the Executive and Steering Committees. Bids should include how the Supplier intends to do this. It is intended that this coordination role will be carried out jointly and in complementarity with relevant DFID staff.
- 7.9 A separate contract will be awarded for the HARP Evaluation Manager, which is expected to be appointed by DFID prior to contract award of HARP. The Evaluation Manager is expected to feed into inception phase planning and the development of the Monitoring Framework. The Evaluation Manager will provide technical expertise for annual reviews and calldown expertise in design of calls for proposal or research and evidence projects where necessary. The Evaluation Manager will also conduct a mid-term evaluation of the whole HARP Business Case by July 2018 in time to feed in to second Annual Review in October 2018. The Evaluation Manager or other independent evaluators will also be appointed to conduct an end term review in the final year. The cost of this contract will come out of the overall approved HARP budget. The Supplier is required to fully participate in these reviews. As the Evaluation Manager is expected to provide an independent challenge function to the programme, no organisation or

individual can play a role in both the HARP Facility Fund Manager and HARP Evaluation Manager contracts.

7.10 DFID's preference is for payments to be made quarterly in arrears based on invoices and financial reports submitted by the Supplier to accompany the quarterly progress reports. Whilst DFID will prefer payments to be made quarterly and in arrears, we are willing to consider alternative approaches from suppliers for whom pre-financing is either not viable or not economically efficient without having a significant impact on value for money, or to consider proposals for other innovative financing methods. For all activities of the HARP Facility, the Supplier, in its financial reporting to DFID, should distinguish between the Supplier's fees and the amount that is passed through to the implementer of the activity. The Supplier should clearly outline the proposed financial approach as part the Supplier's bid. This should include how it manages and passes on funds to other implementing partners and it should clearly show the fee rates to the Supplier for funds that are passed through to other implementers.

7.11 The programme will be subject to DFID's Annual Reviews and a Project Completion Report. The Supplier will be expected to assist in the facilitation and organisation of these processes, cooperate and provide input into both. The Supplier will also be expected to input into briefings for UK Government senior officials and ministers as well provide input into answers to parliamentary questions, Freedom of Information requests, ministerial correspondence, parliamentary enquiries, ICAI, Internal Audit, National Audit Office, media enquiries or other enquiries that have a relation to humanitarian assistance in Burma and Thailand.

7.12 The key formal reporting outputs are:

1. Annual work-plans and budgets to be delivered two months before the start of the next financial year to allow adequate time for consultation with and feedback from DFID and key stakeholders
2. Quarterly Progress Reports and financial reports: Progress reports will be brief and light-touch (no more than 5 pages excluding annexes) at the end of quarters 1 and 3. The progress report at the end of quarter 2 (the mid-year report) will be more substantive (up to ten pages excluding annexes). The quarter 4 report will be an annual report (up to twenty pages excluding annexes).

7.13 The Supplier should develop appropriate arrangements to monitor programme implementation with clear demonstrable evidence of value for money principles. Amongst other things, the Supplier must maintain an up-to-date register, including a fund-stream map, that enables DFID Burma to track quickly, transparently and accountably where DFID funds are flowing.

7.14 The Supplier proposed indicators from the draft monitoring and evaluation strategy in the Proposal (see paragraph 4.1e) will be used alongside programme reviews to monitor performance. Additional formal indicators may be determined, as part of the post tender discussion between the successful bidder and DFID, to monitor and track performance. These indicators, alongside work-plans and strategies will be subject to the constant review of the Steering Committee and changes may be agreed by the Steering Committee in discussion with the Supplier. Any revisions will then form the basis upon which performance will be monitored and tracked.

8. Timing

- 8.1 The Supplier will be operational at the latest by the 29th of August 2016 and the contract will last up to 31st December 2020. DFID may, in agreement with the Supplier, extend the HARP Facility contract for up to 2 years beyond the 2020 end date. This will be subject to agreement through a contract amendment between DFID and the Supplier, and subject to good performance by the Supplier over the course of managing the HARP Facility. Any extension will be based on a needs assessment by DFID and based on satisfactory performance by the Supplier.
- 8.2 Due to the long duration of the programme, the contract will have adequate provision for variation to adapt to changes that occur during the life of the programme, including the ability to both scale up or down to respond to any additional, but related, externalities. To support this, there will be two break points in the programme; one at the end of the inception period, and one at the point of the third Annual Review (expected October 2018). Suppliers should note the first Annual Review deadline is October 2016 which is one year from approval of the HARP Business Case, not from contract award. The third Annual Review will be supported by a prior independent mid-term evaluation of the HARP Business Case, which will cover the HARP Facility as well as the other delivery mechanisms of the HARP Business Case. It will assess whether or not the programme has delivered the desired results and continues to offer a good value for money for DFID. At this point, based on the review, DFID (and any partners) may decide to make changes to programme implementation, for example to address gaps.
- 8.3 DFID will have the right to request changes to the contract, including services, the ToRs and the contract cost to reflect lessons learned, or change in circumstances, policies or objectives relating to or affecting the programme. 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.

9. Financing Mechanism

- 9.1 The HARP Facility is one of the delivery mechanisms to be funded through the HARP Business Case, and suppliers should note the funding available for programming through and management of HARP Facility, is estimated at £60m. The Calls (as per paragraph 3.4.2) are expected to form the large majority of this; the technical assistance (as per paragraph 3.4.1) is expected to take up the next largest share; and management costs the smallest share. Suppliers should, as part of their bids, indicate the suggested size of the technical assistance and fund management components. Bids will be evaluated based on value for money in pursuit of achieving the ToRs, competitiveness of costs proposed, and demonstration of maximising the effective utilisation of the proposed budget linked to results to be achieved. Suppliers will be asked to provide details of the construction of their financial proposals when full tenders are requested.
- 9.2 The Supplier should be prepared to amend the strategy, work-plans and budgets during implementation. It is expected that DFID will increase or decrease the size of the Facility depending primarily on the size and type of humanitarian assistance needs. It is also possible that other donors may decide to join the Facility over the life of the programme. The Supplier should be aware of the possible need for a contract amendment if there are significant variations, but also to building in the maximum flexibility into the structure of their bids. Should DFID decide to increase the size of the HARP Facility, the management fee is not expected necessarily to increase in the same

proportion. During implementation the Supplier's ability to provide accurate forecasts (notably of monthly expenditure) and spending risks analysis will be a key performance criterion.

9.3 The Supplier will be responsible for financial administration of allocated funds. The Supplier will provide advance resources to finance the activities of the HARP Facility which will be reimbursed by DFID on a quarterly basis (although as mentioned above in section 7 we are willing to listen to suppliers for whom this would not work for elements of the programme). The Supplier will be responsible for monitoring and forecasting of all spending and be fully accountable to DFID for all expenditure. As mentioned in section 7, the Supplier should set out how it will manage and pass on funds to other implementing partners.

9.4 Neither the Supplier nor any of its consortium members is expected to be eligible to receive grants, technical assistance or any form of financial assistance or support of any kind as part of the implementation of the programme unless this possibility is clearly indicated in the tender submission and procedures for managing potential conflicts of interest are proposed.

9.5 In the case of a consortium bid, lead bidders should ensure that they include copies of up to date Memoranda of Understanding (MOUs) between all consortium members and that the selection of such partners including sub partners should follow DFID's due diligence approach. The MOUs should refer specifically to the HARP Facility and due diligence assessment of consortium partners should be included as an annex to the technical proposal.

9.6 The contract will allow for other donors to contribute to the HARP Facility, allowing it to become a multi-donor mechanism. This will be subject to agreement between DFID and the other donors on expansion of the contract and the appropriate governance and management arrangements. A contract amendment will be needed in this instance.

10. Transparency Requirement

10.1 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.

10.2 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;

<http://www.aidtransparency.net/>

10.3 In Burma this will also require the Supplier to provide and input data as necessary into the "Myanmar Aid Information Management System" (Mohingya) or other system that may be put into place.

11. Background

11.1 Please refer to the 'Burma Humanitarian And Resilience Programme' Business Case. As background you should also consider the two batches of documents released as part of the Prior Information Notice (which are outlined below), although **note that in some areas our thinking has moved on since the Business Case and other documents were published** – the information in this ToR should be taken as our latest thinking.

- Humanitarian and Resilience Programme Business Case (Redacted)
- Prior Information Notice – Background Document 1 for Information
- Prior Information Notice – Background Document 2 for Information