

PO 8010 - SINDH EDUCATION NON-STATE ACTORS PROGRAMME (SENSA)

TERMS OF REFERENCE

TECHNICAL ASSISTANCE AND MANAGEMENT ORGANISATION (“The Supplier”)

June 2017

Background

1. The Sindh Education Non-State Actors (SENSA) programme will fund a full cycle of primary education for up to 51,145 (54% girls, 46% boys) of the poorest children in Sindh province. The Education Fund for Sindh (EFS), a pilot programme which DFID Pakistan supported since February 2012, came to an end on 31 March 2016. EFS funded four national and international non-government organisations ((I)NGOs) as alternative non-state providers of education services, known as ‘intermediaries’. Of all the strands of the EFS programme (the voucher system, the intermediary programme and the public private partnership strand) the ‘intermediary’ strand was the most successful in terms of both delivery and in mitigating risk.
2. Under SENSA, DFID Pakistan will provide up to £13.3 million for four years and three months (July 2016-September 2020) to continue funding three of the (I)NGOs previously delivering education to out-of-school children under the intermediary strand of EFS. This is to enable the children enrolled under EFS to complete their primary education, gain quality learning outcomes, and transition to an appropriate next stage. The three (I)NGOs are the Bangladesh Rural Advancement Committee (BRAC), The Citizens Foundation (TCF) and the Family Educational Services Foundation (FESF). DFID is supporting up to 35,432 students through BRAC (65% female, 35% male, 3% with a disability), 15,631 students through TCF (48% female, 52% male), and 82 students with significant hearing difficulties through FESF (48% female, 52% male). 11,105 of these students completed their primary education in April 2017. All DFID funds will cease in September 2020 when all children enrolled have completed their primary education with quality learning outcomes (See Annex A for a breakdown of the cohorts of children to be supported through SENSA).
3. TCF and FESF are based in Karachi, and BRAC is based in Islamabad with a regional office in Karachi. TCF and FESF run formal schools which are established and maintained through a wide range of alternative sources of funding, and operate a model of five years primary education. TCF schools are Urdu medium and teach English as a second language. FESF Deaf Reach schools teach through Pakistani Sign Language. Both organisations have middle and secondary schools. BRAC operates a different model whereby they set up one-classroom primary schools with 30 students and 1 teacher within communities, and deliver the five-year government curriculum over four years. In Sindh they receive funding from DFID and Sindh Education Foundation (SEF).
4. SENSA works mainly in Karachi city, where there are the greatest numbers of out-of-school children, but also predominantly in the rural districts of Qamber Shahdadkot and Khairpur. These districts were initially selected through EFS on the basis of geographical coverage (one district each from the northern, central and southern zones of Sindh), and to avoid any perceived bias towards any one political party. In addition, SENSA supports smaller numbers of students in partner (I)NGO schools in Thatta, Dadu, Jamshoro, Hyderabad, Badin, Tando Allahyar, Singhar, Mirpurkhas, Nawabshah, Naushehra Feroza, Larkana, Sukkur, Jacobabad, Kashmir Kandhkot, Ghotki, Matiari and T.M. Khan.
5. DFID put Oxford Policy Management (OPM) in place as an interim Contract Management Organisation (CMO) from October 2016 to 31 July 2017 to get the programme started, carry out inception work, monitor the delivery and performance of these organisations and manage funds on DFID’s behalf. £4.5 million will be disbursed under this interim contract.

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6. This Terms of Reference is for a supplier to take over technical assistance, monitoring, assessment and reporting services from the interim supplier for up to 12 months from 1 August 2017-31 July 2018. This period will enable DFID to conduct the official OJEU process for a permanent supplier. As the OJEU process is only expected to take eight months to complete, 31 March 2018 will be a break point at which DFID can end this contract if a new contract for a permanent supplier has been put in place. However, if a new contract is not in place, this contract will run until 31 July 2018.
7. DFID will take over payments to (I)NGOs, and will sign Accountable Grant Agreements directly with the (I)NGOs to make payments out of the remaining £8.3 million, on the basis of monitoring reports on student enrolment and attendance from the supplier. This funding will enable the (I)NGOs to provide quality education to enable them to complete primary education with meaningful learning outcomes, and transition to an appropriate next stage.

Rationale for Technical Assistance and Management Organisation support

8. Schools supported under SENSE span a vast geographical area, and DFID does not have capacity to monitor these. SENSE programme partners are predominantly based in Sindh, and regular face-to-face engagement is required to support improvements in their work. DFID does not have a presence in Sindh and security challenges limit both the frequency of visits and where DFID staff can go to monitor programmes. However, DFID Pakistan staff will aim to visit the supplier and (I)NGOs in Karachi and conduct field visits to schools in programme districts where possible, at least every quarter over the programme lifetime. Given the security challenges, the supplier will need to devise solutions to enable their staff to visit partner (I)NGO schools and regularly monitor enrolment, dropout, attendance, learning outcomes and transition of SENSE-supported children.

Objectives

9. The supplier will be responsible for delivery, performance and risk management of the partner organisations, and monitoring, assessment and financial and progress reporting to DFID. DFID will hold the contract with the supplier, and with the (I)NGOs.
10. The supplier will be set up with the objective of providing high-quality programme and financial verification, monitoring and oversight, and education expertise to ensure delivery of quality primary education, and support transition to an appropriate next stage for the children enrolled in BRAC, TCF and FESF schools. The supplier will be expected to:
 - i. Develop monthly workplans in consultation with DFID and all three (I)NGOs
 - ii. Conduct robust field monitoring and spot-checks to SENSE-supported schools to verify eligible students enrolment and attendance
 - iii. Submit monitoring reports to DFID for payment to (I)NGOs, linking DFID funding to eligible student enrolment and minimum attendance levels
 - iv. Effectively manage relationships with the three (I)NGOs
 - v. Submit monthly and annual progress reports to DFID based on Logframe indicators (including on numbers of eligible children supported through SENSE, attendance levels, dropouts/retention, completion, transition and learning outcomes; learning assessment systems, teacher training, student-teacher ratio; and disaggregation by sex and disability)
 - vi. Support (I)NGOs to continuously improve the delivery of quality education through effective strategies and partnerships to reduce dropout, and improve attendance, learning outcomes and transition to middle/secondary school
 - vii. Facilitate sharing of lessons across the SENSE programme
 - viii. Support (I)NGOs to improve their data management, record-keeping and reporting, to ensure evidence of student education outcomes, progress and challenges
 - ix. Mitigate risks to the programme, safeguard UK taxpayer funds through appropriate complaint management, conflict of interest and counter-fraud systems, and provide assurance to DFID around flow of funds

- x. Drive and support improvements in (I)NGO delivery, operational standards, and value-for-money (Economy, Efficiency, Effectiveness, Equity)
- xi. Work with (I)NGOs to ensure visibility of UKAid branding across programme as appropriate
- xii. Ensure a smooth transition to any subsequent supplier

Scope of the assignment

Provide requisite services

11. The supplier will be responsible for managing the delivery and performance of the SENSE programme through BRAC, TCF and FESF, and ensuring that children complete their primary education with learning outcomes on a par with or better than their peers (quantified through an annual learning assessment for class 5) in similar schools, and transition to an appropriate next stage. They will be responsible for providing continuous monitoring and management to track enrolment of students, attendance and dropout rates, and learning outcomes (using agreed learning assessment tools), and ensure effective strategies are being taken to improve (I)NGO delivery and performance.

Recruit and deploy high quality personnel

12. The supplier will be responsible for providing high quality services by recruiting and effectively deploying qualified personnel in response to changing service requirements. The composition of the team can be developed by the supplier but should include as a minimum:
- Karachi-based Team Leader/Project Manager - responsible point person for communicating with DFID, reporting, facilitating DFID visits
 - Education Lead - technical oversight of the quality and appropriateness of delivery and advice to (I)NGOs
 - Finance and Programme Management Lead
 - Team of experienced local field monitors able to cover schools across the programme - providing a significant portion of time for monitoring of schools and students supported
13. The supplier should inform DFID Pakistan of any decision related to the recruitment/termination of personnel in a timely manner. Key personnel will be named in the contract and budget, and their replacement/substitution must be agreed and accepted by DFID.

Financial management

14. The supplier will be responsible for overseeing and providing assurance on the fund flows, safeguards and controls. Payments will be made to (I)NGOs by DFID on the basis of supplier reports on eligible children enrolled, retention/dropout, and minimum attendance rates (over 70%).
15. The supplier will be required to track and maintain records of expenditures incurred for services and supporting documents for invoicing. The supplier will prepare monitoring and progress reports with recommendations to DFID for payment to (I)NGOs.

Risk management

16. The supplier will further develop their risk management plan to deliver SENSE, and will be responsible for implementing risk mitigation strategies. The supplier will update DFID monthly on key risks and mitigating actions in the risk management plan.
17. DFID funding to all three organisations will be dependent on DFID's agreement that there has been satisfactory maintenance of high-quality operational standards following completion of action plans to address areas of weakness highlighted in due diligence assessment reports prepared by PWC in June 2016. The supplier will oversee and follow-up on any outstanding due diligence assessment actions. The supplier will review and report to DFID on progress for each organisation by the end of December 2017. If there has not been satisfactory progress,

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DFID will stop its funding. If needed, DFID will also contract out a follow-up due diligence assessment through a Portfolio Risk Assurance Programme (PRAP).

18. The supplier will be expected to safeguard UK taxpayer funds through a complaint management, conflict of interest and counter-fraud system, in line with DFID guidance.
19. Annual audited statements of accounts from (I)NGOs will be required for the programme, clearly reporting against the budget. External audit functions will be outsourced by OPM to a reputable independent firm. The firm will monitor and report to OPM and DFID the transparency and productive use of the programme funds. This will supplement standard auditing arrangements.

Improving Value for Money

20. The supplier will utilise a value for money framework to better understand differences between the various education models adopted by the three (I)NGOs, key cost drivers, costs per child, and how vfm compares to that in government and other non-state schools.
21. DFID's VfM strategy is built around Economy, Efficiency, Effectiveness and Equity, and maximising the impact of UK taxpayer money. The minimum expectation for successful project implementation will be meeting DFID Logframe and agreed workplan milestones, within the allocated budget and time period.
22. The supplier's monitoring, information management and reporting systems shall inform a monthly programme performance report (including disaggregated student monitoring data, data analysis, supplier and (I)NGO responses to key issues and risks, summary of payments recommended, financial forecast and workplan for the next month) shall be linked to payment mechanisms to ensure DFID funding is spent smartly. A vfm framework should use transparent and accessible data to provide a clear articulation of where vfm lies. Driving vfm is being able to use management information to identify potential savings or reallocation of resources for greater impact; and building capacity in (I) NGOs to overcome blockages (e.g. improve education outcomes, reduce dropout/attrition, improve transition to middle/secondary school)

Improving Education Outcomes

23. The supplier will support (I)NGOs to ensure children enrolled under the programme receive the best education within the parameters of the programme, complete their primary education with learning outcomes on a par with or better than their peers in similar schools, and transition to an appropriate next stage.
24. The supplier will support (I)NGOs to implement effective strategies and partnerships to improve student enrolment, attendance levels, retention, completion, learning outcomes and transition; improve teaching and learning; and response effectively to equity, gender and disability issues.
25. The supplier will conduct annual learning assessments of students enrolled in (I)NGO schools as part of monitoring, using agreed learning assessment tools (e.g. ASER). DFID will use a Logframe agreed with the supplier to track and assess education outcomes of students under SENSE against provincial data.

Monitoring and verification

26. The supplier will be responsible for putting in place and maintaining an electronic database (age, sex and disability disaggregated) of children supported by all 3 (I)NGOs under SENSE, including stage of schooling, enrolment/dropout status, replaced students, attendance rates, completion rates, learning outcomes and transition rates and destination.

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27. Based on indicators, milestones and targets in the DFID Logframe, the supplier will collect, verify and report monitoring data to DFID monthly and annually through appropriate systems and processes. Data will include (but not be limited to): number of students supported by each (I)NGO (sex and disability disaggregated), attendance, retention, completion, learning outcomes, transition to middle/secondary schools, student/teacher ratio, (I)NGO learning assessment systems, and teacher training and support.
28. The supplier will maintain a robust monitoring plan including physical spot checks to verify and compare enrolment, attendance, dropouts and learning outcomes (using agreed learning assessment tools) for students in all 3 (I)NGO schools.
29. The supplier will undertake fortnightly monitoring visits to a field site location of each partner to verify activity, report on progress and challenges to DFID monthly, and assess whether satisfactory progress has been made on which continued funding can be justified
30. DFID will agree appropriate management systems and processes with the supplier, including scrutinising supplier monitoring and progress reports and invoices, regular phone calls, and visits to Karachi (at least quarterly). Monitoring trips to Karachi will include meeting the supplier's Karachi team, the three (I)NGOs, and school visits to assess education data, student learning outcomes, successes and challenges on the ground, and (I)NGO responses to equity, gender and disability issues. The supplier should facilitate the DFID team during monitoring visits, including accompanying them to the schools and (I)NGOs, and ensuring access to relevant documentation and partners.
31. The supplier should prepare and submit monitoring and progress reports to DFID Pakistan in consultation with the three (I)NGOs, setting out progress, challenges and risks to delivery, in a format to be agreed with DFID.

Exit strategy

32. The supplier shall arrange an appropriate handover to any subsequent supplier one month before the end of the interim contract, by providing all systems, documents and records that pertain to the SENSE one month before the end of the current term. These will include, but will not be limited to, all financial, project development, legal, student information and other documents and files to ensure that any subsequent supplier has access to all information on the programme's history, development and financial affairs.

The supplier will develop a robust strategy early on to support (I)NGOs to ensure that students supported under the programme transition to an appropriate next stage once they complete their primary education. This strategy should also consider how other aspects of the programme can be taken over and sustained by government and/or non-state organisations. The supplier will develop a final report with lessons learned and recommendations on potential future scale-up of approaches, management and monitoring arrangements following the end of the programme.

Outputs

33. The principal outputs of the supplier will include (but not be limited to):
 - i. A report submitted to DFID by the end of 1 month on how the programme may be improved, including a detailed work plan for the assignment
 - ii. Monthly workplans developed in consultation with DFID and all three (I)NGOs
 - iii. Monthly reports from (I)NGOs on progress under the programme received
 - iv. Fortnightly monitoring visits/ physical spot checks conducted to a field site location of each partner to verify and compare activity and student education outcomes (based on DFID's Logframe indicators)
 - v. Monitoring reports submitted to DFID Pakistan with recommendations for payment to (I)NGOs on the basis of student enrolment and attendance rates

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- vi. Monthly progress reports submitted to DFID Pakistan, based on indicators, milestones and targets in the DFID Logframe, setting out progress, challenges and risks to delivery for each (I)NGO, and providing assessment of whether satisfactory progress has been made on which continued funding can be justified
- vii. Follow-up conducted on any outstanding Due Diligence Assessment actions with (I)NGOs
- viii. A maintained electronic database (age, sex and disability disaggregated) of children supported by all 3 (I)NGOs under SENSEA maintained, including stage of schooling, enrolment/dropout status, dropouts, replaced students, attendance rates, completion rates, learning outcomes, and transition rates to middle/secondary schools
- ix. Annual learning assessments of students enrolled in (I)NGO schools conducted as part of monitoring (using agreed learning assessment tools)
- x. A robust, transparent and up-to-date accounting system maintained to track invoices and receipt of DFID payments
- xi. Ongoing support for (I)NGOs to improve strategies and partnerships to retain students and teachers, bring students who drop out back to school, improve attendance, improve teaching and learning, and respond effectively to equity, gender and disability issues
- xii. Risk management plan and mitigation strategies effectively implemented
- xiii. Value for money framework further developed and utilised to drive and communicate improvements in programme vfm
- xiv. Requisite and effective personnel recruited and deployed
- xv. UK taxpayer funds safeguarded by putting in place complaint management, conflict of interest and counter-fraud systems in line with DFID guidance
- xvi. Appropriate visibility of UK aid branding across (I)NGO work ensured where appropriate
- xvii. Updates for DFID Logframe provided as needed
- xviii. Year 2 Logframe targets achieved
- xix. Effective handover provided to any subsequent supplier

Duration of the assignment

34. The assignment is for up to 12 months from August 2017 to August 2018. The supplier will continue implementation and maintain progress with delivering education under SENSEA following the start-up period.
35. The contract will include key review points to allow for changes that may occur during the life of the programme. DFID shall, as a condition of proceeding from one phase to the next, have the right to request changes to the contract to reflect lessons learned, or changes in circumstances, policies or objectives relating to or affecting the programme. Changes may include the services, the Terms of Reference and the Contract price.
36. The OJEU process for a permanent supplier is only expected to take eight months to complete. The contract will be reviewed on 31 March 2018 and monthly thereafter. Continuation following a review point will be subject to the satisfactory performance of the supplier during the preceding period, continued availability of funding, and the continuing needs of the programme. DFID will provide the supplier with a minimum of one month's notice of termination of the contract and formal handover to the new programme.
37. The key review point for the programme and contract is in July each year when DFID will complete an Annual Review of the programme and decide whether to continue funding the supplier and (I)NGOs on the basis of this. The supplier will need to report into this review. If one (or all) of the (I)NGOs do not perform to expectations, DFID will instruct the supplier to discontinue funding to that partner, and give them a three-month notice period about termination of funds on performance grounds. Continuation following a review point will be subject to the satisfactory performance of the supplier during the preceding period, continued availability of funding, and the continuing needs of the programme.

Payments

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38. The supplier will send monthly invoices to DFID for fees and services costs for all the activities which have taken place within the preceding month. This contract does not allow for advance payments. The payments will be reimbursed in arrears on a monthly basis and will be made subject to satisfactory progress/delivery of approved monthly workplans and progress reports.
39. Key Performance Indicators (KPIs) for the supplier will be
- effective monthly communication with and monthly data reporting from (I)NGOs
 - robust fortnightly monitoring of schools and students, and monthly monitoring and progress reports to DFID
 - At least 95% accurate monthly forecasting, and communication of supplier costs and (I)NGO funding needs to DFID
 - timely action to support (I)NGOs to improve operational and educational issues
40. DFID propose a hybrid payment mechanism where fees and expenses are paid on an open book time and materials basis with 20% of payment paid on achievement of KPI's on a monthly basis .

Reporting

41. For all purposes, the supplier will report to the A1 Education Team Leader, A2(L) Education Adviser and Programme Manager for SENSEA in DFID Pakistan. The supplier will generate monthly monitoring and progress reports in a format agreed with DFID.

Recipients

42. Recipients under the SENSEA programme will be;
- a. students enrolled by the three (I)NGOs under the previous EFS programme
 - b. their parents and families
 - c. teachers and education staff recruited, trained and managed by the (I)NGOs in partner schools
 - d. HQ and regional (I)NGO project staff

Duty of Care

43. 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.
44. DFID will share available information with the supplier on security status and developments in-country where appropriate.
45. 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.
46. The supplier will need to operate in conflict-affected areas which are highly insecure. The security situation in Sindh, Karachi in particular 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).
47. 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

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dangerous, fragile and hostile environments etc). The supplier must ensure their personnel receive the required level of training prior to deployment.

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1 Very Low	2 Low	3 Medium	4 High	5 Very High
<p>Intervention has full popular support, cultural compatibility, positive media coverage and backing of local and national civil leadership.</p> <p>Intervention is welcomed and encouraged by influential religious/ideological groups.</p> <p>Intervention has no relationship to governmental corruption, organised crime or narcotics.</p>	<p>Intervention has broad popular support, cultural compatibility, neutral or no media coverage, and backing of local civil leadership.</p> <p>Intervention is tolerated by influential religious/ideological groups.</p> <p>Intervention has no direct relationship to governmental corruption, organised crime or narcotics.</p>	<p>Intervention has some popular support, some cultural incompatibility, negative media coverage, and acquiescence of civil leadership.</p> <p>Intervention is controversial to influential religious/ideological groups.</p> <p>Intervention has a relationship to governmental corruption, organised crime or narcotics.</p>	<p>Intervention has limited popular support, some cultural incompatibility, unsupportive media coverage, and has some opposition by local or national civil leadership.</p> <p>Intervention is opposed by some influential religious/ideological groups.</p> <p>Intervention has a significant bearing on governmental corruption, organised crime or narcotics.</p>	<p>Intervention has very limited popular support, significant cultural incompatibility, unsupportive media coverage, and significant opposition by local or national civil leadership.</p> <p>Intervention is strongly opposed by influential religious/ideological groups.</p> <p>Intervention has strong bearing on governmental corruption, organised crime or narcotics.</p>

A: Cohort-wise details of children enrolled

	Grade	Year of enrolment under EFS	Expected time of school/course completion	Number of children
TCF				
Cohort A	Grade 5	2012/13	March 2017 - graduated	6,797
Cohort B	Grade 4	2013/14	March 2018	8,836
Total TCF				15,631
BRAC				
Cohort A	Grade 4/5 (combined)	2013	March 2017 - graduated	5,565
Cohort B	Grade 3	2014	March 2018	14,869
Cohort C	Grade 2	2015	March 2019	5,998
Cohort D	Grade 1	April 2017	September 2020	9,000
Total BRAC				35,432
FESF				
Cohort A	Grades Intro1,2 and 1-5	2012/13 to 2015/16	March 2017 - September 2020	82
Total FESF				82
Total SENSA				51,145