

Section 3 - Terms of Reference

Improved Governance and Accountability in the Education Sector in the Democratic Republic of Congo

Introduction

1. The Democratic Republic of Congo (DRC) is one of the poorest countries in the world. The development challenge is enormous. DFID aims to tackle that challenge through addressing the urgent needs of the most vulnerable and poorest people in DRC now, while working with the Government to enable it to provide and finance basic services in the long-term. DFID DRC makes investments in six principle areas¹ in order to:
 - Strengthen the rule of law and tackling the root causes of conflict;
 - Deliver life-saving humanitarian interventions;
 - Deliver equitable, inclusive and quality services in the health, education and WASH sectors;
 - Support the transformation of the state's ability to resource and deliver services;
 - Stimulate economic development;
 - Promote an open society through empowerment and accountability.
2. DFID DRC has recently signed a partnership agreement with USAID DRC in order to support the education sector and improve donor co-ordination and harmonization through delegated co-operation. Under this agreement DFID and USAID will provide funding of approximately \$180m over the period 2014 - 2020 to support the education sector in DRC. They will share the lead role to implement the joint programme, henceforth known as *USAID/UKAID ACCELERE!* ((ACCE – for Accès = Access; LE – for Lecture – Reading; RE – for both Redevabilité and Rétention) and will work collaboratively in four areas:
 - Activity 1: Equitable Access to Education and Learning in the DRC² (USAID lead)
 - Activity 2: Improved Governance and Accountability (DFID lead)
 - Activity 3: The Independent Evaluation (USAID lead)
 - Activity 4: Reducing the number of out-of-school children in DRC (DFID lead)
3. This Term of Reference (ToR) is for Activity 2: Improved Governance and Accountability which is a DFID led activity. The ToR is therefore one mechanism or 'project' under a joint education programme with financing from USAID and DFID. For this mechanism DFID will be the contracting authority.

Objective

4. The overall objective of this project is **to improve governance and accountability in the education sector in DRC**. The expected outcome is better quality of public service for education. The project aims to support the Government of DRC's (GoDRC) efforts to improve governance and accountability in the education sector. An overview of the background context in relation to governance and accountability in the education sector in DRC can be found in Annex 1.

¹ See DFID DRC Country Operational Plan 2012- 2016 for more information.

<https://www.gov.uk/government/publications/democratic-republic-of-the-congo-operational-plan-2014>

² More information on this Activity can be found in the Request for Proposal information on

https://www.fbo.gov/index?s=opportunity&mode=form&id=c73d51b93c910b0dfb39d1a872e92cdf&tab=core&_cview=0

5. This Activity (Activity 2 in the DFID / USAID joint education programme) is expected to contribute to the achievement of the overall joint DFID / USAID joint education programme objective of 'Improved educational outcomes for girls and boys in select education provinces of the DRC'. As such it will work to complement other Activities of the DFID/USAID joint education programme and contribute to the overall results of the programme with a particular focus on Intermediate Results (IRs) 3.3, 3.4 and 3.5. The Results Framework for the overall DFID/USAID joint education programme is in Annex 2.
6. This Activity / project, which is a DFID lead, has a maximum cost of approximately £17m over five years.

The Recipient

7. The GoDRC, and in particular the Ministere de l'Enseignement Primaire, Secondaire et Nouvelle Citoyennete (MEPS-INC) and provincial level authorities, will be the main recipient of support provided under this contract. Civil society organisations will also be beneficiaries of the project. However the management of the Supplier will be undertaken by DFID DRC who are the principal contracting authority for this contract.

Scope

8. At national, provincial, and education province levels the Supplier shall provide support, including technical assistance, **to improve governance and accountability in the education sector**, through focusing on the three identified results/outputs below.

Result 1. Community and civil society oversight and accountability at national and provincial levels increased:

The project should strengthen empowerment and accountability at a number of different levels, ensuring that citizens have a greater voice and that both service providers and the government are more accountable for delivering quality basic education services as well as managing the sector resources effectively. This should include support to empowering civil society at different levels to engage in policy dialogue in the education sector and to hold education service providers to account; improving transparency and provision of information (linking with Result 2 below); creating spaces for dialogue between service providers and citizens; and strengthening bottom up/citizen control of service provision.

(Note: this Result is a shared result across Activity 1 (Equitable Access to Education and Learning in the DRC) and Activity 2 (as represented by this ToR). This project will therefore primarily target the national, and provincial levels, and as appropriate and in coordination with the Activity 1 partner the sub-provincial and local levels. This project will not directly work at school level but should liaise with the contractor of Activity 1 if change or engagement at or with communities at school level is fundamental to the objectives of this programme).

Result 2. Effective resource allocation and execution in the education sector strengthened:

The project should contribute to increased, more effective and timely flow of funds reaching service delivery level and improved human resource management for the education sector. The project should improve resource allocation (financial and human), improve budget execution, and increase transparency of systems and information in the sector. This project should improve capacity to analyse and manage human and financial resources, improve planning and improve linkages between planning and budgeting, improve procurement planning/execution and improve communication to strengthen accountability (linking with Result 1 above in order to engage civil society to improve accountability).

Result 3. Strengthened systems and capacity at the national, provincial, and school levels:

The project should contribute to strengthened systems and capacity at all levels of the education system with a focus on areas which are key to delivering on the overall objectives of the DFID/USAID joint education programme (encompassing all Activities as outlined in point 2 above). This should include identifying and strengthening key systems and capacity at national, province and education province level that impact on financial and resource management as well as other key areas related to the DFID / USAID joint education programme. In particular, the programme could support primary education sector planning; the decentralisation process at national level and at provincial or education province / sub-provincial levels;³ improving the collection, management, use and dissemination/communication of information in the sector; The Supplier should consider the need for operational research within the sector in areas key to this Terms of Reference as well as having the ability to respond to opportunities that arise during the course of the programme.

Revised March 2018:

Result 1. Resources more transparently managed and deployed:

The project should contribute to increased, more effective and timely flow of funds reaching service delivery level and improved human resource management for the education sector. The project should improve resource allocation (financial and human), improve budget execution, and increase transparency of systems and information in the sector. This project should improve capacity to analyse and manage human and financial resources, improve planning and improve linkages between planning and budgeting, improve procurement planning/execution and improve communication to strengthen accountability

Result 2. Improved service delivery by sub divisional education structures:

The project should focus on improving the efficiency and effectiveness of management of Bureaux Gestionnaire (BG) service delivery to schools, to improve schools' performance and reduce pressure on schools. The project will support DIFORE, SECOPE and more broadly the Secretary General (SG) with Faith Based Organisations (FBOs) in rationalising the number and mapping of sub divisional units and to inform school funding reforms. The project should coordinate with the contractor for Activity 1 (Equitable Access to Education and Learning in the DRC) on work done at the school level as appropriate. The project should promote evidence based, transparent management of the education system through the provision and use of reliable data from subdivisional up to central level.

Result 3. School funding system clarified around Value for Money, accountability and transparency principles:

The project should work to build transparent, accountable and harmonised school fee practices, ensuring that the current situation stabilises and does not deteriorate. The project will work to create a greater understanding of the current situation amongst key stakeholders, and by doing so build political will for an internalised process of change. The project will work at the provincial level to support the establishment of transparent and harmonised school fee practices to create a shift towards public accountability. This work will link to result area 1 and result area 2 above, in increasing the efficiency of public financial management and rationalising the sub divisional level units.

9. In order to meet the three identified results/outputs above the Supplier should identify the appropriate approach and activities and expected realistic outputs and outcomes

³ Note: whilst there is a need to be prepared to support the decentralisation approach there is also a need to adopt a cautious approach to supporting both decentralised and deconcentrated entities' capacities and systems, in order to anticipate both accelerated progress or further delays in the decentralisation process.

during the inception phase. Table 1 below contains illustrative activities for achieving the results. Note: these activities are not prescriptive and are for illustration purposes only. The Supplier should consider and propose appropriate innovative approaches in order to achieve the results/outputs. Any activities proposed by the Supplier should also be grounded in the DRC context and evidence based.

10. The Supplier should also integrate an in depth and continuous analysis of political economy context into the project and develop a politically-informed approach to addressing the highly political issues. This should also include a full stakeholder mapping to note all current activities in the education sector, identifying opportunities to build on past lessons learnt, successes and to avoid duplication in the sector. The approach should consider incentives structures, vested interested, building coalitions for change, and building synergies with other actors and programmes outside the sector.
11. The main focus of the work of this project will be a national level and across the four focus provinces (Katanga, Kasai Occidental, Kasai Oriental and Equateur). The Supplier should identify which education provinces⁴ to work with within the four focus provinces but the approach should include linking with the school and sub-province level work which will be carried out under Activity 1 (Equitable Access to Education and Learning in the DRC) across at least 25 education sub-provinces⁵ (See Annex 3 for more information on the Education provinces and sub-provinces in the four target provinces).
12. The evaluation of this project will be carried out by an independent third-party organization contracted through Activity 3 of the DFID/USAID joint education programme. The Supplier should however plan to include normal project monitoring and evaluation as part of the approach.
13. Suppliers should note that whilst DFID will work through contracted organisations to implement this project rather than through direct financial assistance to the GoDRC, given the nature of the objectives of this project it is essential that the government and government counterparts are involved in every step of the design, planning and implementation. The Supplier should also consider the integration of technical assistance and project staff into government institutions to support achievement of the project objectives.
14. The Supplier should aim to work with /focus on the following key departments of the MEPS-INC⁶ – the Direction d'Etude et Planification (DEP), the Cabinet du Ministre, Direction du Service Generaux, Service de Contrôle et de la Paie des Enseignants (SECOPE), the Direction Administrative et Financières (DAF) (when formed), as well as the relevant bodies at a provincial level. The project should also ensure linkages with the Ministry of Fonction Publique, the Ministry of Finance, the Ministry of Budget, the Ministry of Decentralisation and CTAD (Cellule Technique d'Appui à la Décentralisation), COREF (Comité d'Orientation de la Réforme des Finances Publiques), and potentially the Ministry of Planning, as well as other sector ministries with relevant experience on Human Resource management or Public Financial Management (for example health or police) as is appropriate for the design of the project.

⁴ In DRC there are 11 administrative provinces of which four are targeted under this intervention, however there are 26 education provinces. In the four provinces there are 14 education provinces. However, in January 2015, a law was voted by Senate and National Assembly to create the new provinces and therefore the provincial structure of DRC may change over the life of the project depending on the rollout of the creation of new provinces.

⁵ These 25 sub-provinces will be agreed between USAID, DFID and the selected Contractor for Activity 1 after award of the contract for Activity 1 (expected May/June 2015).

⁶ Current discussions on the structure and organisation of the MEPS and a new cadre organique may mean that there are some changes to the key directions over the lifetime of the project.

Table 1: Illustrative activities by result area⁷

Result 1. Community and civil society oversight and accountability at national and provincial levels increased
<p>Supporting Audit and Civil Society Monitoring:</p> <ul style="list-style-type: none"> • Working with civil society and faith-based groups at national and provincial level to monitor and report on the use, effectiveness and disbursement of both central, provincial resources and donor funding to schools; • Building the capacity of civil society organisations to strengthen their knowledge and ability to hold service providers to account; • Supporting research, development and implementation of accountability tools for use by local organisation and communities; • Strengthening and developing communication strategies with feedback loops for communicating education outcomes (including learning outcomes) for improved accountability and motivation at the community, school, and provincial levels <p>Note: This could include, but should not be limited to, support to an independent Education Observatoire⁸ (if viable) and/or other civil society organisations and coalitions at national and provincial levels as well as linking with Activity 1 of the DFID/USAID joint education programme to ensure capacity building and resourcing for COPAs and other activities to increase in demand side accountability at school level.</p>
Result 2. Effective resource allocation and execution in the education sector strengthened⁹
<p>Providing Technical Assistance support to MEPS-INC Direction Administrative et Financière: Build on the initial support to set up the DAF (planned under the DFID/World Bank Profit programme) by providing ongoing training and mentoring to DAF staff, for example through targeted short-term Technical Assistance (TA), with a specific focus on: i) improving costing of MEPS-INC operational spending plans and annual budget formulation; ii) assisting DAF to make a convincing and plausible case to the Ministry of Budget for increased annual budget allocations to MEPS-INC; and iii) improving forecasting and monitoring of the execution of allocated education budgets as well as improving budget execution where possible.</p> <p>Providing support to Provincial Education Public Financial Management (PFM): TA to improve PFM in decentralised (provincial) Ministries of Education including at the level of educational province and sub-province as appropriate. The TA support could seek to improve provincial-level costing, making a case to budget / finance (Petite Administration Financière at provincial level) for funding, and sharpening budget execution of province own-resource and centrally allocated funds.</p> <p>Supporting PFM at School & Bureaux Gestionnaire level: TA (mid- level accountants) to assist the Inspecteurs Itinerants at provincial level to train Conseillers d'Enseignement in the Bureaux Gestionnaires who could train school book-keepers in key basic PFM skills using or developing existing procedure manuals, account books and report formats.</p>

⁷ Note: These activities are not prescriptive, the Supplier is not expected to propose these activities if they are not currently appropriate, are not in line with the Suppliers proposed approach etc. In addition the Supplier should consider other innovative approaches and activities to achieve the results/outputs.

⁸ As highlighted in the GoDRC MEPSP Plan Intérimaire de l'Education (2012 - 2014)

⁹ Activities under this result will need to take into account developments in the use of performance contracts (currently in design and early stages of implementation) at some levels of the education sector.

Improvements in institutional control: This could involve liaising and linking with developments on institutional control as appropriate for example, linking up better with IGF (internal audit) and Cour des Comptes (supreme audit institution) to strengthen control, and also support implementation of recommendations (eg SECOPE audit¹⁰) – while taking into account incentives, vested interests etc

Support of teacher salary payment systems: This could involve working with SECOPE management and staff to improve consistency and execution of the teacher payroll at all levels¹¹, with a focus ensuring teachers are paid their full salary regularly through appropriate mechanisms.¹² TA could liaise closely with Ministère de Fonction Publiques to learn lessons from successful 'mécanisation' / 'bancaisation' and take account of other donor efforts (e.g. AFD support to SECOPE / salary payment). This could include assessing the impact of bancaisation¹³ considering how the system has readapted following the introduction of bancaisation. It might also include an assessment of what systems are in place / working in other sectors dealing with large numbers of civil servants, for example in the health sector.

Supporting improvements in HR management systems for teachers¹⁴: This could include supporting improvements in the capacity and accountability of SECOPE by improving oversight, monitoring and reporting capacity¹⁵ as well as supporting improved registration (mechanisation) of teachers and career management¹⁶. For example, this could involve a feasibility assessment to consider reform of career management systems including considering how in-service teacher professional development could link to career progression. This could also involve improved systems for timely teacher registration and tracking including linking information collected by banks and other financial delivery mechanisms for payment of teachers to inform SECOPE data management.

Result 3. Strengthened systems and capacity at the national, provincial, and school levels

Supporting collection, management, use and dissemination of education statistics at provincial level: providing TA, resources (e.g. appropriate equipment) and logistical support to PROVEDs and sous-PROVEDs in target provinces. Core component could be training in producing, using and managing translating national level data for provincial use and generating provincial level data. This could include support to improve the capacity to use data in the education sector to inform education planning and management¹⁷.

Supporting steps towards decentralisation in the education sector: for example supporting government at central and national level work through implications and be able to move forward if arises. Support could be provided to identify roles and responsibilities, improve capacity and identification of resources, as well as teachers management at provincial level. Even if decentralisation does not progress activities should be able to help central level anticipate changes and be ready to engage, manage it if and when it happens.

Supporting operational research and responding to opportunities: conducting operational research relevant to improving governance and accountability in the education sector.

¹⁰ RDC Cour des Comptes (2013) Rapport d'audit de la gestion des écoles et des rémunérations des enseignants et du personnel administratif et technique par le SECOPE, Juin 2013

¹¹ For example AFD is supporting SECOPE to improve communication between national level management systems and the antenne (branches) in order to make the systems more responsive to staffing changes.

¹² electronic payroll (direct transfer into a nominated bank account)., mobile money, and cash payment managed by CARITAS (GoDRC vendor for rural teacher salary payment)

¹³ "Bancaisation" refers to the system of paying teachers through direct deposit of salaries through banks or the use of mobile money.

¹⁴ Need to link with other initiatives in-country, sector and learn lessons for example from DFID's support to improve health sector HR management systems

¹⁵ See highly critical SECOPE Audit, (RDC Cour des Comptes (2013) Rapport d'audit de la gestion des écoles et des rémunérations des enseignants et du personnel administratif et technique par le SECOPE, Juin 2013) and some of the initiatives undertaken by SECOPE to respond.

¹⁶ Note: EPSP will delegate these responsibilities to provinces (under decentralisation) so activities need to be designed carefully so that they can be adapted if decentralisation progresses.

¹⁷ This includes ensuring that demands for data are met and linked to planning to budget as in 3.4.

Table 2: Illustrative activities by result area¹⁸ - Revised March 2018

Result 1. Resources more transparently managed and deployed¹⁹
<p>Providing Technical Assistance support to MEPS-INC Direction Administrative et Financière: Build on the initial support to set up the DAF (planned under the DFID/World Bank Profit programme) by providing ongoing training and mentoring to DAF staff, for example through targeted short-term Technical Assistance (TA), with a specific focus on: i) improving costing of MEPS-INC operational spending plans and annual budget formulation; ii) assisting DAF to make a convincing and plausible case to the Ministry of Budget for increased annual budget allocations to MEPS-INC; and iii) improving forecasting and monitoring of the execution of allocated education budgets as well as improving budget execution where possible.</p> <p>Providing support to Provincial Education Public Financial Management (PFM): TA to improve PFM in decentralised (provincial) Ministries of Education including at the level of educational province and sub-province as appropriate. The TA support could seek to improve provincial-level costing, making a case to budget / finance (Petite Administration Financière at provincial level) for funding, and sharpening budget execution of province own-resource and centrally allocated funds.</p> <p>Supporting PFM at School & Bureaux Gestionnaire level: TA (mid- level accountants) to assist the Inspecteurs Itinerants at provincial level to train Conseillers d'Enseignement in the Bureaux Gestionnaires who could train school book-keepers in key basic PFM skills using or developing existing procedure manuals, account books and report formats.</p> <p>Improvements in institutional control: This could involve liaising and linking with developments on institutional control as appropriate for example, linking up better with IGF (internal audit) and Cour des Comptes (supreme audit institution) to strengthen control, and also support implementation of recommendations (eg SECOPE audit²⁰) – while taking into account incentives, vested interests etc</p> <p>Support of teacher salary payment systems: This could involve working work with SECOPE management and staff to improve consistency and execution of the teacher payroll at all levels²¹, with a focus ensuring teachers are paid their full salary regularly through appropriate mechanisms.²² TA could liaise closely with Ministère de Fonction Publiques to learn lessons from successful 'mécanisation' / 'banclarisation' and take account of other donor efforts (e.g. AFD support to SECOPE / salary payment). This could include assessing the impact of banclarisation²³ considering how the system has readapted following the introduction of banclarisation. It might also include an assessment of what systems are in place / working in other sectors dealing with large numbers of civil servants, for example in the health sector.</p> <p>Supporting improvements in HR management systems for teachers²⁴: This could include supporting improvements in the capacity and accountability of SECOPE by improving oversight, monitoring and reporting capacity²⁵ as well as supporting improved registration (mechanisation) of teachers and career management²⁶. For example, this could involve a feasibility assessment to consider reform of career management systems including considering how in-service teacher professional development could link to</p>

¹⁸ Note: These activities are not prescriptive, the Supplier is not expected to propose these activities if they are not currently appropriate, are not in line with the Suppliers proposed approach etc. In addition the Supplier should consider other innovative approaches and activities to achieve the results/outputs.

¹⁹ Activities under this result will need to take into account developments in the use of performance contracts (currently in design and early stages of implementation) at some levels of the education sector.

²⁰ RDC Cour des Comptes (2013) Rapport d'audit de la gestion des écoles et des rémunérations des enseignants et du personnel administratif et technique par le SECOPE, Juin 2013

²¹ For example AFD is supporting SECOPE to improve communication between national level management systems and the antenne (branches) in order to make the systems more responsive to staffing changes.

²² electronic payroll (direct transfer into a nominated bank account), mobile money, and cash payment managed by CARITAS (GoDRC vendor for rural teacher salary payment)

²³ "Banclarisation" refers to the system of paying teachers through direct deposit of salaries through banks or the use of mobile money.

²⁴ Need to link with other initiatives in-country, sector and learn lessons for example from DFID's support to improve health sector HR management systems

²⁵ See highly critical SECOPE Audit, (RDC Cour des Comptes (2013) Rapport d'audit de la gestion des écoles et des rémunérations des enseignants et du personnel administratif et technique par le SECOPE, Juin 2013) and some of the initiatives undertaken by SECOPE to respond.

²⁶ Note: EPSP will delegate these responsibilities to provinces (under decentralisation) so activities need to be designed carefully so that they can be adapted if decentralisation progresses.

career progression. This could also involve improved systems for timely teacher registration and tracking including linking information collected by banks and other financial delivery mechanisms for payment of teachers to inform SECOPE data management.

Result 2. Improved service delivery by sub divisional education structures

Supporting collection, management, use and dissemination of education statistics at provincial level: providing TA, resources (e.g. appropriate equipment) and logistical support to PROVEDs and sous-PROVEDs in target provinces. Core component could be training in producing, using and managing translating national level data for provincial use and generating provincial level data. This could include support to improve the capacity to use data in the education sector to inform education planning and management²⁷.

Supporting steps towards decentralisation in the education sector: for example supporting government at central and national level work through implications and be able to move forward if arises. Support could be provided to identify roles and responsibilities, improve capacity and identification of resources, as well as teachers management at provincial level. Even if decentralisation does not progress activities should be able to help central level anticipate changes and be ready to engage, manage it if and when it happens.

Supporting operational research and responding to opportunities: conducting operational research relevant to improving governance and accountability in the education sector.

Result 3. School funding system clarified around Value for Money, accountability and transparency principles

Supporting central actors to build political will to change school fee practice: Facilitating the creation of a central level mechanism to focus on the school fees agenda, providing TA to clarify the legal texts surrounding school fees and clarifying the gratuité policy

Supporting steps to put local / provincial accountability and transparency mechanisms in place: Providing training and TA to provincial level actors, such as Proved, so they understand their role and responsibilities in relation to school funding, collaborating with partners such as the contractor for Activity 1 to ensure greater transparency at the school and community level.

²⁷ This includes ensuring that demands for data are met and linked to linked to planning to budget as in 3.4.

The Requirements

(A). Inception phase

15. The Supplier will work closely with DFID, USAID the MEPS-INC and partners in the inception phase to ensure that all parties are in agreement on the approach of the project; this will be done through the USAID/UKAID ACCELERE! Steering Committee (*Comité de Pilotage*), which will be chaired by MEPS-INC with DFID and USAID. This involves engagement with Chemonics (implementing Activity 1), UNICEF (implementing Activity 4) and the USAID-procured Research Unit (implementing Activity 3). The Supplier should work with the other implementers to develop a Governance and Engagement Strategy, outlining how they will engage with the Steering Committee (USAID/DFID/MEPS-INC/key stakeholders), how they will engage the other implementers for Activities 1,3 and 4, plus other stakeholders.
16. To ensure adequate provision for variation in order to adapt to changes that occur during the life of the project, the end of the inception phase will constitute a Break Point in the contract. Continuation beyond the inception phase into implementation will be contingent on the satisfactory performance of the Supplier during the preceding period, and the continuing needs of the programme. In the event that agreement cannot be reached or DFID has serious concerns about the quality of design work then the project may be terminated at the end of the inception phase and retendered.
17. At the end of the inception phase there will be an opportunity for the Supplier to discuss/suggest to DFID if any revisions are needed to the Terms of Reference, which can be updated prior to the implementation phase. DFID reserves the right to not accept these suggestions.
18. During the inception phase the Supplier should embed some initial Technical Assistance (TA) to support the MEPS-INC at national and as appropriate at provincial or lower levels. This should be in key areas of need and be used to better understand the actors involved and the strengths, weaknesses, limitations and opportunities available. As such the TA will help to inform the development of the project and facilitate the engagement of the key MEPS-INC departments and staff in the project design as well as provide initial support and capacity building to the MEPS-INC.
19. In the inception phase the Supplier should identify the needs and approaches to meet the 3 identified results/outputs above. This should include detailing an identification of needs, contextual and political analysis, identifying activities and approaches, an implementation plan, a revised logframe as well as other preparatory work. All workplans, communication strategies, logframes and activity plans should be designed and implemented through consultation with the implementers of Activities 1, 3 and 4, with approval by the Steering Committee. Chemonics (delivering Activity 1) is already producing a website, standard templates and logos – these should be used for this contract, with pages added to the website to reflect the content of activity 2. Further details on these requirements are given below.
20. During the inception phase the geographical scope of the work will be finalised in conjunction with Activities 1, 3 and 4. At a minimum this should aim to:
 - Create synergies / compliment the education sub-provinces²⁸ in Activities 1 and 4 to the greatest extent possible (given restrictions imposed by the Supplier's approach)
 - Work to ensure a critical mass of support is provided at province/education province level to the greatest extent possible (given restrictions imposed by the Supplier's approach).

²⁸ Activity 1 will operate in a minimum of 25 education sub-provinces

- Work to provide system strengthening support that is replicable for the government in other provinces.

This may mean that the Supplier focuses on providing a minimum package of support in some areas and more intensive support across one or more provinces/education provinces.

Identification of needs

21. The Supplier should assess and identify the provinces/education provinces for the project in consultation with Activity 1 and 4 suppliers. This should involve agreeing with the Steering Committee how they will be prioritised and how they will relate to the sub-provinces under Activity 1. As noted in paragraph 20, the Supplier should work with, and coordinate with, the implementers of Activities 1, 3 and 4 to ensure all activities are complimentary. The potential to demonstrate success will be considered as there is an intention to explore and develop replicable approaches which MEPS-INC and other stakeholders will be able to draw upon and/or use.
22. The Supplier should conduct an assessment to identify needs and challenges and propose approaches in relation to the 3 core outputs/results areas for the project as specified above. It should be at national level and provincial/sub-provincial levels and involve field visits (with the likely involvement of DFID/USAID/MEPS-INC). It could include but not be limited²⁹ to:
 - Identifying and assessing accountability tools being used or that could be used, by civil society in the education sector (eg social accountability tools, Service Delivery Indicator surveys) and related challenges/impact.
 - A mapping and assessment of public financial management capacity of MEPS-INC at national, provincial and education province level taking into account proposed changes in financial management responsibilities with the introduction of the DAFs and the potential decentralisation process.
 - A mapping and assessment of Human Resource management which takes into account the potential decentralisation (or not).
 - An analysis and proposal on how this programme will interact with and maximize synergies with other relevant programmes working in particular in system strengthening in the education sector, in PFM and in HR reform as well as decentralisation.
23. The Supplier should ensure that any activities proposed are embedded in a sound understanding of the political economy and the complex incentive dynamics of the DRC³⁰. Given current progress or lack of progress on governance reforms³¹ it is essential that technical solutions that might be proposed under this programme are embedded in a sound understanding of the complex political economy of the DRC and incentives that might drive or inhibit change. An understanding of the potential impact of political-economy on the potential for success or failure of any activities will be a key factor in deciding if an activity should proceed in the implementation phase. The Supplier should also undertake a conflict-sensitivity analysis and/or link with the implementers of Activities 1, 3 and 4 to ensure any activities are conflict sensitive and “do no harm”.
24. The Supplier should address the requirements of the guidance in paragraphs 58 and 59 on the environment and gender in the needs assessment report.

Implementation plan

²⁹ Note these are not definitive and are illustrative only. Any assessments should be relevant to the approach proposed by the Supplier.

³⁰ Williams, G. (2012) The Political Economy of Basic Education in the Democratic Republic of Congo, paper prepared for DFID DRC

³¹ See Feuille de route for education policy reforms as agreed between Development partners and MEPSI, December 2014

25. By the end of the inception phase the Supplier should produce a detailed implementation plan which includes the required information as outlined in section 33(ii) below. This will be reviewed by the Steering Committee and approved by DFID.

Other preparatory work

26. The Supplier should liaise with the implementers of Activities 1, 3 and 4 to ensure that all activities will be mutually supportive to achieve the overall objective of the DFID/USAID joint education programme. For output/result 1, where Activities 1 and 4 will also directly support achievement of this result, the Supplier should coordinate with the implementers to ensure that activities under this result are complementary. If the Supplier requires access to schools and communities for the achievement of some outcomes they will need to work with the implementer of Activities 1 and 4 as they will lead on school and community level interactions and activities. This can be discussed and agreed through the Steering Committee.
27. The Supplier must liaise with all relevant development partners and implementing agencies to map other systems strengthening support being undertaken at national and provincial level and to ensure complementary / synergised approaches. This should include other relevant initiatives being undertaken by DFID and USAID as well as other development partners and the GoDRC. Effective coordination and maximising synergies with Activity 1 and other relevant programmes working in the sector or other relevant sectors is key (see Paragraph 54 below). The Supplier should draft a list of proposed contacts to present to DFID/USAID, who can input where needed.
28. The programme should be designed to be flexible to adapt to a changing context, particularly in relation to changing government priorities and where opportunities may arise (or not) in relation to activities such as decentralisation. The activities should also aim to build resilience in the education sector to be able to respond to changing contexts in the future (beyond the lifetime of this programme).
29. The Supplier should also undertake other preparatory work related to the objectives of the Terms of Reference as required by the Steering Committee if feasible within available resources.
30. The Supplier will be required to demonstrate clear value for money at each stage of the implementation process by demonstrating and providing evidence of economy, efficiency and effectiveness. This will include demonstrating that administrative costs can be minimised; that management processes (including procurement procedures) are designed to maximise cost effectiveness; and that funds can be allocated based on evidence of results to ensure the greatest possible impact is achieved. A clear process for measuring value for money, agreed with DFID, should be included within the monitoring framework.

There will be a 2.5-month pilot period between the Inception and Implementation phases from 01 June 2016 to 22 August 2016. This is at no additional cost to the Programme but with re-allocation of funds from the Implementation phase to the Pilot phase.

There will be a 8-month monitoring period between the Inception, Pilot and Implementation phases from 20 October 2016 to 31 May 2017. This is at no additional cost to the Programme but with re-allocation of funds from the Implementation phase to the monitoring phase.

(B) Implementation phase

31. The Supplier will have management responsibilities which include, but are not limited to:

- a) Taking the lead on monitoring and evaluation of the project, including assessing and synthesising project reports/data to provide oversight on whether the project is delivering on its key targets (as outlined in the log frame). This would also include producing a clear action plan for identifying and rectifying problems identified at the M & E stage and lessons learned stage. This should be designed in conjunction with the implementer of Activity 3 (evaluation), and endorsed by the Steering Committee.
- b) Maintaining effective and regular communication with consortium partners, MEPS-INC and DFID, USAID and other partners through the Steering Committee, using the agreed Governance and Engagement Strategy.
- c) Managing consortium partners (if consortium rather than single Supplier) – this includes managing technical and administration responsibilities and oversight.
- d) Ensuring all consortium partner reports are compliant and submitted to DFID timely and of a high quality and that financial audits and fiduciary arrangements are satisfactory.
- e) Holding quarterly coordination meetings with DFID (through the Steering Committee).
- f) Collaborating with DFID and USAID to conduct an Annual Review in October of each year. After this the project may be subject to amendment and review where possible.
- g) Collaborating with DFID and USAID to conduct a Joint Annual Donors' Meeting due in November with preparatory work starting in October of each year.
- h) Where applicable, participating in quarterly Contract Performance Review for Key Suppliers with DFID.
- i) Developing and implementing an approved transition strategy for the programme, identifying scale-up and sustainability of key results in the programme. This should be developed by the end of year one and updated in the middle of year three.
- j) Providing a secretariat function to the Steering Committee as required and agreed with DFID and USAID. The Supplier should:
 - Set, facilitate, support and fund Steering Committee meetings and Steering Committee functions, through a shared roadmap to identify key actions and responsibilities of all Activities under the USAID/UKAID ACCELERE!
 - Provide regular updates on project achievement against outputs to the Steering Committee
 - Provide regular disbursement and financial forecasting updates to the Steering Committee
 - Provide any other information as required to the Steering Committee as requested.

32. The Supplier will have technical responsibilities which include, but are not limited to:

- a) Leading on policy and technical guidance to ensure quality of provision/activities, alignment of priorities with both MEPS-INC and project objectives and development of mechanisms to allow social accountability.
- b) Setting up and implementing a monitoring system so that key data on project indicators as outlined in the log-frame are available, together with other data routinely collected through the GoDRC monitoring system. The Supplier should ensure as much as possible that parallel systems of data collection are not set up, with particular regard to government systems and other data collection systems under the DFID/USAID joint education programme.
- c) Gathering, synthesising and disseminating lessons learned, particularly those related to improving governance, transparency, accountability and efficiency and effectiveness of

- government systems as well as identify potential solutions based on evidence to address particular challenges or improve systems.
- d) Developing an annual plan of technical assistance and capacity building for provincial and education province management teams, in coordination with what is done in other provinces by the GoDRC or by other donors. TA should seek to strengthen human resource and administrative capacity, reinforcing linkages between the different levels of administration and ensuring adequate surveillance. As a minimum the Suppliers should assist the provinces and sub-provinces supported by the project to produce an annual operational plan, and improve budget planning and procurement processes.
 - e) Contracting or delivering technical assistance for the MEPS-INC centrally and at province/education province level.
 - f) Delivering other support to the MEPS-INC as identified by the Supplier and in line with the Suppliers approach – for example allocation of funding for training, support for workshops etc.
 - g) Engaging in policy dialogue with the MEPS-INC centrally, in conjunction with DFID on key issues relevant to education sector strengthening within the DRC. The Supplier and implementing partners should participate in, and provide information/support donor coordination and donor – government dialogue mechanisms
 - h) Seeking to strengthen links between the MEPS-INC and civil society at central and provincial level (including among others unions, NGOs, faith based organisations, parents associations, etc) – this may be in the form of information exchange, coordination or regulation. This should also include monitoring the impact of accountability, bottom up and citizen control activities, and share good practices and lessons learnt.
 - i) Developing a programme of capacity building for partner local NGOs/FBOs and faith based networks, coalitions and networks to build their capacity both organisationally and in terms of management skills to support their ability to engage with the government in policy dialogue and increase their accountability function as well as their legitimacy and inclusiveness. Improving systems to reduce fiduciary risk will be a key area to support.

(C) Inception Phase outputs

33. The Supplier should deliver the following by the end of the inception phase:

(i) An Inception Phase Report which:

- Details the number and choice of education sub-provinces and provinces to be covered with the rationale. The selection process is already underway with Chemonics and UNICEF, so the supplier shall work in the same sub-provinces, or give strong rationale as to why not, so as to ensure maximum impact. Sub-provinces will be decided by end of August 2015.
- Includes an identification of needs and proposed approach section of no more than 25 pages outlining assessment findings and rationale for proposed approach based on the needs identified and the activities in order to achieve the 3 results/outputs. For example this section could include (but would not be limited to):
 - A proposal for support to achieve Result 1 in relation to civil society which will result in increased accountability and responsiveness of the sector based on engagement of civil society at a national and provincial level. This could include a theory of change. This could draw lessons from past donor support to civil society and the challenges posed by a highly fragmented, politicised civil society in DRC.
 - A proposal for support to improve public financial management and transparency in the education sector based at national and provincial level based on an assessment of capacity and resources available

and in close coordination with existing DFID support on this issue.

This could include a roadmap for support and a plan for the provision of high quality technical assistance.

- Identifies the key activities and corresponding results that can be achieved within the budget and timeframe for each of the three results areas and the overall objective of the DFID/USAID joint education programme to improve educational outcomes for girls and boys in selected education provinces in DRC.
- Includes supporting reports, analysis and information as annexes to this report. This should include a stakeholder mapping and capacity assessment, identifying all current activities occurring in the education sector, including MEPS-INC and civil society organisations active in education at national and province level.

Note: the final format of the Inception Phase Report will be agreed with DFID during the inception Phase.

(ii) A detailed Implementation Plan including details of proposed implementing, monitoring and learning approaches and activities and specifically:

- Which education provinces/sub-provinces will be supported;
- A scaling up plan, if appropriate, which includes the planned length of intervention phases;
- The proposed approach by which the outputs/results will be achieved including a Theory of Change for the approach;
- The key activities and results for each of the overall results/outputs that can be achieved within the timeframe and budget;
- A detailed work plan for capacity building and technical assistance to (i) the MEPS-INC centrally (ii) at province/education provincial and sub-provincial level and (iii) for local partners for example networks, coalitions, local NGOs/FBOs and faith based networks as appropriate;
- A detailed work plan for the first year of implementation and outline work plans for the subsequent years. This should include annual milestones for the project;
- A revised detailed and annualised budget for the project which should include unit costs, a breakdown of account management costs and contingency costs where they apply. The overall envelope will be the same but individual budget lines may be reviewed in light of the design work findings.
- A revised milestone payment schedule to be agreed with DFID.
- A revised log-frame with the targets discussed and agreed with DFID/USAID. Revision of the log frame should include disaggregation of by gender and possibly age/vulnerability group and geographic location as appropriate.
- A gender analysis and a gender strategy for the programme.
- A suggested format for quarterly reports and reporting timetable to be agreed by DFID.

Note: the final format of the Implementation Plan will be agreed with DFID during the inception Phase.

(iii) Pilot phase outputs: During the 2.5 month pilot the supplier will produce the following outputs:

- Submission of a revised inception report;
- Submission of a revised implementation report;
- Submission of a revised payment mechanism for year 1.

- (iv) Monitoring phase outputs: During the 8 month monitoring period the supplier will produce the following outputs:

- Demonstration of CE Team Leader capabilities in the Education sector, along with demonstration of CE programme management provision to support this position throughout the 8-month monitoring phase;
- Demonstration that CE is fulfilling engagement taken during the pilot phase such as (the below points):
 - o Demonstration that the CE team are planning for, and able to, leverage the work of Result 1 with Chemonics, focusing on gaining traction across the governance spectrum;
 - o Clear and continued demonstration and articulation of the engagement with/of GoDRC across the programme outputs;
 - o With the wider ACCELERE! Programme team, the development and sign off for a cross-programme communications strategy with a clear strategy, scheduled reporting and meetings, and active participation in agreed communications activities;
 - o With the wider ACCELERE! Programme team, the development and integration of a gender strategy to be embedded into the operational plan and logframe for the Implementation phase;
 - o A deep engagement with IBTCI as the support partner for the monitoring aspect, and the discussion and submission of a research agenda and shared data tools integrated into the Implementation phase.

(D) Implementation phase outputs

34. The Supplier should deliver the following by the end of the implementation phase;
- (i) A transition strategy for the programme. This should be developed by the end of year one and updated in the middle of year three. It should outline the plan of how/when education actors/MEPS-INC at national and provincial/sub-provincial level will be able to take on /be fully responsible for the activities and have capacity to implement the activities. Capacity in relevant institutions should be measured annually according to milestones set and a short summary table included in the last quarterly report each year comparing achievement against targets.
 - (ii) Project outputs/results – these will be finalised during the inception phase and will be linked to the logframe. Indicative outputs might include:
 - data available to analyse financial flows from central to school level in 80% of schools in target education provinces
 - improved budget execution in target education provinces (based on baseline figures)
 - effective independent civil society organisations active in all key education processes and discussions at province and national level.
 - (iii) A Completion Report – this would replace the final quarterly report for the programme and the format of this would be agreed with DFID.

(E) Reporting outputs

35. The supplier should deliver the following outputs routinely as part of the project management of the programme as explained in the reporting section:
- a) Quarterly narrative and financial reports to DFID including updated progress work-sheet and activity report for the log-frame (template to be agreed with DFID);
 - b) Quarterly forecast of funds required for the next quarter;
 - c) Submission of annual audited accounts of Supplier;
 - d) Risk strategy and matrix for the programme, including mitigating actions and residual risk (template to be agreed with DFID), updated quarterly;
 - e) A programme continuity plan identifying vulnerabilities and recommending necessary measures to prevent extended service outages (updated annually);

- f) An Asset Management Plan presenting how the supplier is planning to manage assets and report to DFID (updated annually).

Constraints and dependencies

Constraints

36. Timing: The Services are expected to start on 10 August 2015 and end on 9 August 2020. This will include a 9.5 month inception phase from August 2015 to 31st May 2016, a 2.5 month pilot period between 01st June and 22nd August 2016 and a 8-month monitoring phase from 20 October 2016 to 31 May 2017. This will allow for the start-up of full implementation of activities by January 2018.

Revised March 2018

Timing: The Services are expected to start on 10 August 2015 and end on 9 August 2020. This will include the following programme phases:

- ***Inception Phase***: 10 August 2015 until 31 May 2016
 - ***Pilot Phase***: 1 June 2016 until 22 August 2016
 - ***Interim Phase***: 23 August 2016 until 30 September 2016
 - ***Monitoring Phase***: 1 October 2016 until 31 May 2017
 - ***Implementation Phase (IP)***: 1 June 2017 until 9 August 2020 (IP1: 1 June 2017 until 31 October 2017, IP2: 1 November 2017 until 31 October 2018 and IP3: 1 November 2018 until 9 August 2020)
37. Scale up: The Supplier should be prepared to scale-up/down interventions in response to requests from DFID DRC. DFID shall be entitled to terminate the contract for the Services, scale activity up or down at the end of the inception phase or at other key stages defined in the inception plan, if it concludes that the objectives of the Programme will not be achieved or it is no longer economically viable.
38. Risk: The Supplier should develop a risk strategy with a risk matrix showing how they will manage and mitigate risks related to programme identified in the Business Case and any other risks the Supplier deems pertinent including security risks (see below).
39. Programme Continuity Plan: The Supplier should develop a programme continuity plan which identifies vulnerabilities and recommends necessary measures to prevent extended service outages

Security

40. The services to be provided by the Supplier will involve operating in insecure areas including some areas emerging from conflict which represent a significant security risk. The Supplier must demonstrate that they have adequate capability and capacity to manage the risks posed to their staff, equipment and the programme of operating in such a context, whilst maintaining their ability to reach any areas required within the region in order to deliver the Contract.
41. DFID will provide the Supplier with the same security information that is available to DFID staff located in, or visiting, insecure locations as well as will share available information with the Supplier on security status and developments in-country where appropriate.
42. The Supplier is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Contract) 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.

43. 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 Embassy/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...
44. 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.
45. This Procurement will require the Supplier to operate in a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes, including <http://geology.about.com/library/bl/maps/blworldindex.htm>. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).
46. This Procurement may require the Supplier to operate in conflict-affected areas and parts of it are highly insecure. Travel to many zones within the region will be subject to travel clearance from the UK government in advance. The security situation is volatile and subject to change at short notice. The Supplier should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract (subject to travel clearance being granted).
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 dangerous, fragile and hostile environments etc.). The Supplier must ensure their Personnel receive the safety in the field training prior to deployment.
48. Tenderers must develop their PQQ Response and Tender (if Invited to Tender) on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID (see Annex 4 of this ToR). They must confirm in their PQQ Response 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.
49. Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence, Tenderers should consider the following questions:

- a) Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by 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?

Dependencies

- 50. The Supplier shall work closely with the Ministry of Primary, Secondary, and Introduction to New Citizenship (MEPS-INC) and a range of provincial government authorities at every step of design, planning and implementation, as well as civil society organisations in DRC.
- 51. This contract is part of the overall DFID and USAID joint education programme. All official communication and approvals will be done through DFID. USAID will be represented on all Technical Evaluation Committees reviewing all proposals and budgets. All reports, proposals, and data submitted to DFID under this Terms of Reference or resulting contract will be shared with USAID. DFID and USAID will conduct joint site visits and co-finance an independent evaluation(s) of any resulting award under this joint education program. The successful Supplier will be required to participate in quarterly coordination meetings where USAID will be present and attend annual joint program reviews where the DFID Country Director and USAID Mission Director will co-chair the review. The mechanisms for delivery of the other components of the joint USAID / DFID education program will be procured separately.
- 52. The successful Supplier will be required to cooperate and coordinate with the other Activities of the joint USAID / DFID education program which are managed through separate procurement mechanisms:
 - Activity 1: Equitable Access to Education and Learning in the DRC (USAID lead)
 - Activity 2: Improved Governance and Accountability (DFID lead)
 - Activity 3: The Independent Evaluation (USAID lead)
 - Activity 4: Reducing the number of out-of-school children in DRC (DFID lead)
- 53. The Supplier is responsible for the Intermediate Results of the joint USAID/DFID Results Framework that fall under Results 3, 4, 3.5 and the national and provincial levels of Result 3.3 (see Annex 2). The Supplier is required to coordinate and engage in planning and harmonization meetings with the other DFID or USAID managed awards working to achieve the Results of the joint program on a quarterly basis.
- 54. The Supplier should demonstrate, as a result of the stakeholder mapping, how they will be closely aligned and mutually supportive of other donor and government supported initiatives which involve systems strengthening activities. These include but are not limited to:
 - Other Activities under the DFID/USAID joint Education Programme and in particular Activity 1: Equitable Access to Education and Learning in DRC;

- The Global Partnership for Education funded Programme PROSEB³² which includes a component supporting performance-based financing and restructuring of education administrative offices;
- The World Bank Human Development Sector Programme which is working with UNICEF, UNESCO and MEPS-INC to strength the education management information system (the SIGE). The project will also conduct Service Delivery Indicator surveys (SDIs) in several provinces³³;
- Agence Francaise de Development (AFD) support to SECOPE for the mechanisation and addition to payroll of 16,000 teachers;
- The DFID / World Bank Projet de Renforcement de la Gestion des Finances Publiques et de la Redevabilite (PROFIT CONGO) which is supporting central level PFM reforms in relation to the Loi des Finances Publiques (LOFIP) and the establishment of DAFs within line Ministries. In addition this programme is supporting participatory based budgeting in some provinces.
- The Belgium Technical Cooperation UCAG³⁴ programme (2012 to 2015) which is the strengthening of capacity of MEPS-INC at central and provincial level in order to improve management and monitoring of the education sector.
- USAID's planned Integrated Governance Activity which has the overall purpose of strengthening key governance institutions in order to improve the delivery of health, education, economic growth, and other government services at the community level and to strengthen the social contract between citizens and government. This activity is planned to coordinate with and support the implementation that of DFID/USAIDs joint education programme.
- Other education, health, WASH or governance programmes in the focus provinces or as appropriate.

Implementation requirements

55. The Supplier shall be paid for the Services on the basis of agreed milestones/ deliverables as set out in the successful bid and agreed by DFID. The milestone payment schedule for the Inception Phase will be agreed prior to award of the contract and during the Inception Phase for the Implementation Phase.
56. The Supplier should identify an approach which includes:
- a) identifying and proposing evidence based approaches to achieve the key outputs/results. However, where appropriate, innovation is encouraged with a corresponding learning and evaluation component.
 - b) identifying innovative ways to support civil society in order to achieve the results of this programme are particularly encouraged, based on learning from previous support to strengthening civil society³⁵.
 - c) identifying relevant approaches may require a feasibility studies to be undertaken to consider options and to engage government officials. These should be agreed with DFID and include a mapping of the trajectory of change in relation to key issues eg public financial management, HR reform in education, which enable a plan of support to be set within relevant context and dynamics.
 - d) resources to support operational research assistance in support of the objectives of the DFID/USAID joint education programme under this Terms of Reference. Operational research should contribute to improved governance and accountability in the education sector which contributes to improving access and quality of education. Areas of particular interest might include: financial flows, analysis of fee structures, capacity assessments of key departments at national

³² Projet de Soutien à l'Education de Base

³³ The provinces are still to be finalised by the World Bank/MEPSI

³⁴ Mise en Place D'une Unite Conjointe D'Appui a La Gestion au Sein Du MEPSI

³⁵ For example DFID's Civil Society Fund

and provincial levels. These resources should have a level of flexibility in order to respond to opportunities that arise during the course of the programme in terms of research.

- e) resources to support responsive technical assistance in support of the objectives of the DFID/USAID joint education programme under this Terms of Reference. These resources should have a level of flexibility in order to respond to opportunities that arise during the course of the programme in order to support short and long term technical assistance needs of the MEPS-INC as opportunities arise and as capacity requirements change or develop.
- f) identifying assessments and studies that may be needed to inform policy and governance and accountability issues during the lifetime of the programme, and be responsive to opportunities that arise.
- g) ensuring complementary approaches to other development partners and the MEPS-INC and where appropriate support common goals and approaches.
- h) being able to be responsive to a potential changing and dynamic environment. For example if there were opportunities to support decentralisation due to a changing political environment the Supplier should have built in flexibility to be able to support this process.

Performance requirements

57. The performance of the service provider will be managed through the logframe and through a schedule of key performance indicators (KPIs). The KPIs will be agreed during the inception period and the schedule will form part of the inception report. Indicative KPIs can be found in Annex 5 and it is expected that these will be amended / added to in order to reflect this specific programme. Expected results will be set out in the logframe which will be finalised during the inception phase

Environmental Considerations

58. Environmental issues for the overall DFID / USAID investment focus on the impact of construction or rehabilitation work and opportunities for learning about environment and climate change. If the Supplier proposes construction or rehabilitation activities, they must conduct an environmental review, mitigate environmental impacts, and develop an Environmental Mitigation and Monitoring Plan (EMMP). These should be implemented in line with best practice and principles to mitigate environmental impact or potential impacts of climate change. All rehabilitation activities will follow accepted engineering standards in line with GoDRC guidance and environmentally sound construction material and techniques

Gender Considerations

59. All DFID programmes must be compliant with the 2014 Gender Equality Act, hence this project should aim to integrate gender considerations into the design, planning and implementation. This will include ensuring data is disaggregated (by the project where appropriate and by data systems supported by the project), conducting a gender analysis during the inception phase and ensuring appropriate actions are included in the implementation of the project.

Reporting

60. DFID DRC shall undertake reviews from time to time, in particular joint annual donors' meetings with USAID between October to December of each year. The Supplier shall be responsible for preparing reports and briefings prior to and facilitating these reviews, in collaboration with the implementers of Activities 1, 3 and 4.

61. The Supplier shall provide DFID with quarterly progress reports by the 15th of the month following the end of each quarter. All reports will include progress on the scope of work in these terms of reference, financial reporting on expenditure to date and forecast, risks, and progress against the logframe indicators. The first report will be submitted for the period ending on 30th September 2015, or 3 months after the signing of the contract.
62. The Supplier shall actively monitor risks to project implementation and the achievement of outputs, outcomes and impact as set out in the Programme Business Case risk matrix. DFID must be notified of any significant changes in the risk situation. Annual reviews will include a review of Project risks.

Timeframe

63. A design and build approach is envisaged for the project. The inception phase is expected to start by 10 August 2015 and end on 31st May 2016 (or 9.5 months after signing the contract) to ensure the programme is fully operational from August 2016. There has been a 2.5 month pilot period from 01st June to 22nd August 2016 which delayed the full move to implementation, instead moving to a 8-month monitoring period, followed by a decision point (the Break Point) on proceeding to the startup of full implementation activity, which will happen in January 2018.

Revised March 2018

A design and build approach is envisaged for the project. The inception phase is expected to start by 10 August 2015 and end on 31st May 2016 (or 9.5 months after signing the contract) to ensure the programme is fully operational from August 2016. There has been a 2.5 month pilot period from 01st June to 22nd August 2016 which delayed the full move to implementation, instead moving to a 8-month monitoring period, followed by a decision point (the Break Point) on proceeding to the startup of full implementation activity.

64. The total contract will be for a period of 5 years with extension options up to a maximum of 2 years (with review periods).

DFID co-ordination

65. The Supplier will be responsible to the Senior Responsible Officer (SRO) for this project who is the DFID DRC Education Adviser. In addition the supplier will engage with the Deputy Programme Manager, and the Programme Assistant as well as the Head of Human Development. This list, and the individual staff members, may change from time to time but will be advised accordingly to the supplier by DFID.

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Do No Harm

66. *DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.*
67. *•The programme is targeting a highly sensitive area of work. The Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and*

programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID;

68. • *A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.*
69. • *DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the Issue based programme. However, it is important to adhere to principles of “Do No Harm” to the environment.*

Annex 1: Overview of the Education context in DRC

DRC is one of the poorest countries in the world and is off track to meet the Education MDGs. The current completion rate for primary education is just 63.8% and 3.5 million children of primary school age are out of school. Whilst there has been progress in relation to the education MDGs this remains limited and is further weakened by geographic, financial, and gender inequalities. Once in school, girls and boys are not acquiring basic skills and the quality of education remains low and learning outcomes poor. Despite decades of under-investment in the education sector the system has survived but capacity and skills are limited and incentives have been distorted as the system has been used to extract money through parental contributions. Accountability in the sector is weak.

Perhaps the single most important barrier to access and quality in the DRC education system is the cost of education and the financing of the system. Approximately 60% (2.1 million) primary school aged children out of school are considered to be out of school primarily related to cost reasons³⁶. Almost all school and local office operating costs are generated from school fees³⁷. For many years, the majority of Congolese schools charged a variety of school fees, including, but not limited to, fees for tuition, books and supplies, uniforms, school hygiene and maintenance, and test administrations³⁸. While the government has been taking action to address this with fee free education policy (*gratuité*) launched in 2010, the system remains under-financed and the practice of 'ventilation' still exists³⁹. The system has become institutionalized with an estimated 90% of all operating costs of the education sector being funded this way⁴⁰.

Complexities in the financing of the education system also arise due to the fact that many schools are administered by one or another of the country's multiple religious networks, and these schools are able to set their own fee structures. While the state oversees the education system, almost 75% of all primary school pupils attend the '*écoles conventionnées*.' These are schools managed by church networks but recognized as public schools under the 1977 Convention. The religious networks maintain their own administrative structures that are linked to the government at national, provincial and sub-provincial level. The state pays teachers and administrative staff but the dual nature of education management of the *écoles conventionnées* and *non-conventionnées* creates greater complexity and can impede efficiency and accountability in the system.

However, there is the potential for change. The current government and Minister of Education are committed to improving the situation in education. This has been signalled by the increasing education budget (from 6.4% in 2010 to almost 16% in 2014), the production of the Interim Education Plan (IEP) as well as DRC's positive engagement in the Global Partnership for Education. The Ministry of Education has also encouraged improved coordination amongst the government, development partners and civil society through coordinatin groups operating at the level of the Minstry (Comite de Concertation) as well as at a technical level for access, quality, governance and budget (for example the Sous-group ComCon Gouvernance).

³⁶ ISSP/UO and MEPSI (2013) *Rapport de l'enquête nationale sur les enfants et adolescents en dehors de l'école*. Kinshasa, UNICEF, UNESCO Institute of Statistics and DFID DRC

³⁷ The decline in financing of education during the 1980s and 1990s led to the introduction and reliance on school fees

³⁸ DFID & UNICEF: 2012 National Survey on the Situation of Children and Adolescents out of School Report.

³⁹ *Ventilation* entails the use of fees collected at school level to meet the operating costs of higher levels in the administration. Fees are distributed according to previously established rules for redistribution and it is estimated that 20-30% of school fees pass up through the administration in this way (MEPSI (2010) *Stratégie de développement de l'enseignement primaire, secondaire et professionnel* (2010/11 - 2015/16), Ministère de l'Enseignement Primaire, Secondaire et Professionnel.)

⁴⁰ De Herdt, T. and Poncelet, M. (2010) *Enjeux et acteurs autour de la réduction des frais scolaires en RDC*, April 2010, Institute of Development Policy and Management, University of Antwerp

In recent years the GDRC has committed to and steadily increased funding for education, however, budget execution remains weak. There are large scale efforts to improve transparent practices through the implementation and rollout of a national *gratuité* (removal of specific school fees) policy, improved management information systems such as payment of teacher salaries from central funds and the *mecanisation*, or teacher registration, process, but parents continue to be expected to provide teacher salary supplements and cover other school expenditures. The recent education sector review⁴¹ highlighted progress in a number of areas but also areas in need of concern or where progress has been limited. For example there are challenges with the management of human resources –a recent audit of SECOPE (Service de Contrôle et de la Paie des Enseignants) indicates poor record keeping and management and a lack of transparency. For example at a central level of 145 listed agents only 73 could produce records. SECOPE oversees the administration and payroll of teachers as well as payment of operating costs to schools. The method of organizing SECOPE, though decentralized structures, does not guarantee reliability of data from the sub-offices of SECOPE, nor good management of staffing as systems risk of recruitment of unqualified persons, payment of "Position and not the individual" rule runs the risk of paying fictitious teachers (ghost-teachers) and the risk of unreliable data can lead to the allocation of operating expenses to fictitious schools.

Civil society organisations have become more active in the education sector in recent years but they not yet been able to make a significant impact on improving weak public accountability at school level, and at provincial and national level. Umbrella organisations representing civil society have lacked coordination and influence but have the potential to play a significant role in stimulating debate on education and holding the government to account. The recent formation of education coalitions in Equateur, Katanga and a national level Education Observatoire (a national level independent civil society education coalition / watch dog) has the potential to improve policy dialogue and province level accountability.⁴² However civil society remains fragmented and beyond establishing a legal framework within which to operate organisations need to be able to speak with one voice and establishing credibility within the sector. The first year of the formation of the Observatoire has been challenging and it is yet to fully gain recognition as a credible actor⁴³.

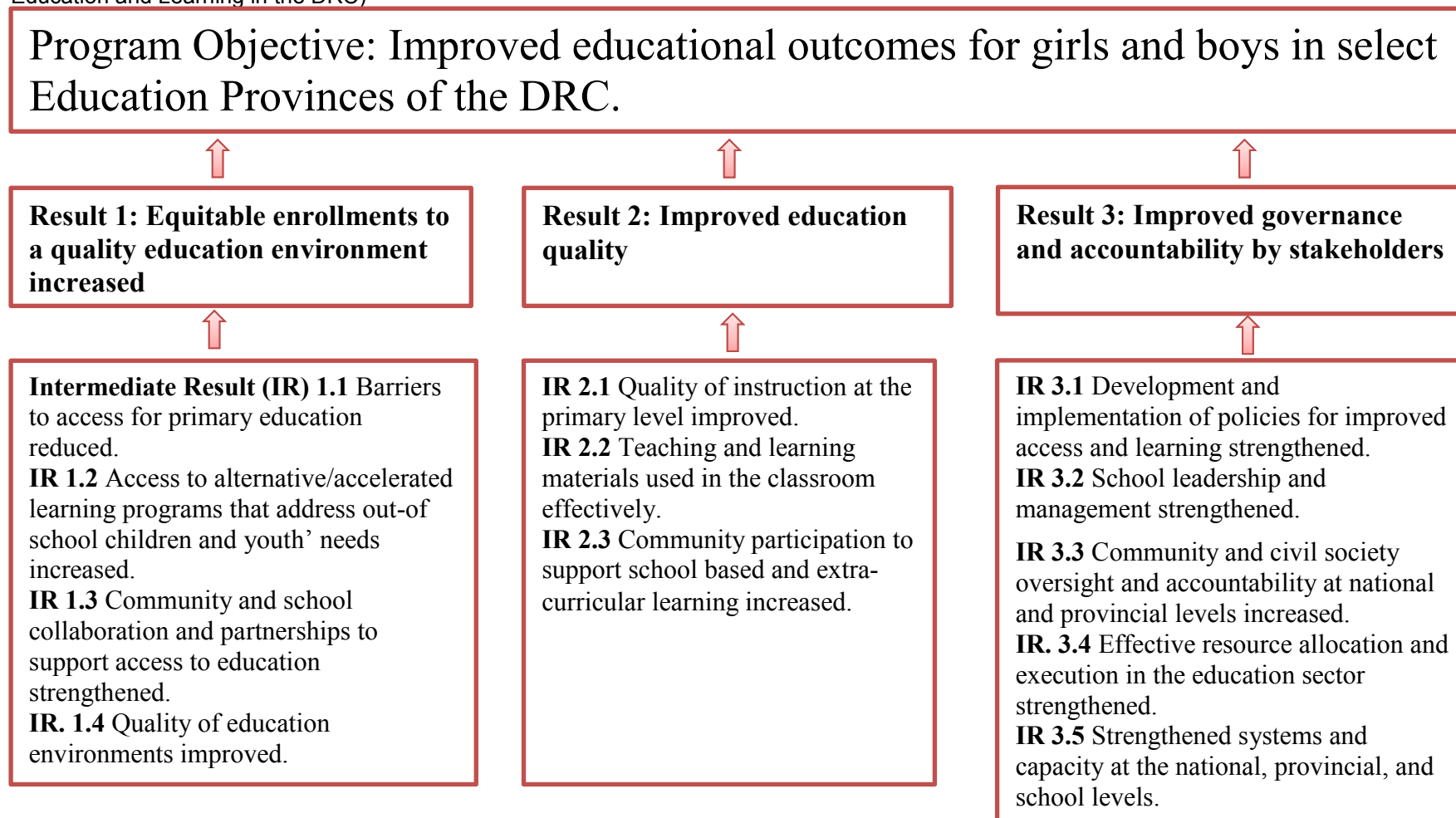
⁴¹ MEPSI (2014) *Mise en œuvre du plan intérimaire de l'éducation Rapport de suivi No 1*.

⁴² These coalitions / Observatoire are supported by DFID's Civil Society Fund for their inception phase of approximately 8 months.

⁴³ Verhaghe J (2013), *Civil Society in the Education Sector in DRC*

Annex 2: Overall USAID DFID Joint Education Program Results Framework

(Note: This ToR supports the Results IRs 3.3, 3.4 and 3.5 under this Results Framework. The other results are supported under the RFP Equitable Access to Education and Learning in the DRC)



Annex 3: Education provinces and sub-provinces in target provinces

Source: Rapport General des Resultats du TENAFEP 2013, Ministry of Education, Democratic Republic of Congo.

Province	Education Province	Education Sub-province	Number of schools	Number of TENAFEP students (6th Grade only)	TENAFEP Pass Rate	Urban /Rural
Equateur						
5 education provinces, 49 sub-provinces, and 5385 schools.	Equateur I					
	11 sub-provinces and 1341 schools	Basankusu 1	148	3454	69.8%	R
		Basankusu 2	74	1315	65.1%	R
		Bikoro	210	3698	44.1%	R
		Bolomba	200	4821	67.8%	R
		Bomongo 1	96	1791	77.3%	R
		Bomongo 2	53	946	80.2%	R
		Ingende	165	2636	75.3%	R
		Lukolela	122	2559	85.3%	R
		Makanza	103	2371	24.8%	R
		Mbandaka 1	99	3497	39.7%	U
		Mbandaka 2	71	3002	45.2%	U
	Total		1341	30090		
	Equateur II					
	10 sub-provinces and 1343 schools.	Budjala 1	241	6661	64.9%	R
		Budjala 2	110	2567	64.0%	R
		Gemena 1 (Gemena)	245	6619	51.0%	R
		Gemena 2 (Bwamanda)	98	2374	60.7%	R
		Gemena 3	114	2748	38.2%	R
		Kungu 1 (Kungu)	142	3187	48.3%	R
		Kungu 2 (Bomboma)	162	3669	45.5%	R
		Kungu 3	100	1715	45.4%	R
		Libenge	100	2725	47.9%	R
		Zongo	31	1096	11.8%	R
	Total		1343	33361		
	Equateur III					
	12 sub-provinces and 968 schools.	Befale 1	71	1472	54.1%	R
		Befale 2	47	930	65.3%	R
		Boende 1	110	2445	75.9%	R
		Boende 2	100	1837	79.5%	R
		Bokungu 1	86	1691	48.6%	R

		Bokungu 2	85	1117	66.2%	R
		Djolu 1	96	2073	77.1%	R
		Djolu 2	70	1343	92.2%	R
		Ikela 1	89	1365	77.5%	R
		Ikela 2	93	1318	51.9%	R
		Monkoto 1	70	1020	75.9%	R
		Monkoto 2	51	660	59.3%	R
	Total		968	17271		
	Equateur IV					
	7 sub-provinces and 1033 schools	Bongandanga 1 (Bosondjo)	158	3341	67.4%	R
		Bongandanga 2 (Bongandanga)	73	2232	82.8%	R
		Bongandanga 3	133	3326	74.9%	R
		Bumba 1 (Bumba)	184	7058	81.3%	R
		Bumba 2 (Monzamboli)	167	3534	74.0%	R
		Lisala 1	190	5396	82.7%	R
		Lisala 2	128	3850	70.8%	R
	Total		1033	28737		
	Equateur V					
	9 sub-provinces and 700 schools	Bosobolo 1	77	1397	15.9%	R
		Bosobolo 2	51	1149	64.7%	R
		Botangabu	61	1007	34.2%	R
		Businga	82	1926	36.0%	R
		Gbadolite	59	2481	10.4%	U
		Karawa	97	2700	27.0%	R
		Mobayi Mbongo	74	1378	11.4%	R
		Yakoma 1	137	3744	19.4%	R
		Yakoma 2	62	1578	71.3%	R
	Total		700	17360		
Kasaï-Oriental						
3 education provinces, 38 sub-provinces and 2489 schools	Kasaï-Oriental I					
	10 sub-provinces and 827 schools	Kabeya-Kamwanga	86	2016	48.9%	R
		Katanda 1	27	1198	35.5%	R
		Katanda 2	49	1636	67.8%	R
		Lupatapata	60	1793	40.1%	R
		Mbuji-Mayi 1	122	6463	34.8%	U
		Mbuji-Mayi 2	149	7422	65.6%	U
		Mbuji-Mayi 3	145	8119	36.7%	U
		Miabi	65	1717	46.8%	R
		Tshilenge 1	64	2254	37.0%	R
		Tshilenge 2	60	1632	43.7%	R
	Total		827	34250		

	Kasaï-Oriental II					
	14 sub-provinces et 1254 schools NB. Lomela 1 missing from source document.	Katako-Kombe 1	95	2042	65.3%	R
		Katako-Kombe 2	99	2226	54.2%	R
		Katako-Kombe 3	99	1906	74.3%	R
		Kole 1	151	1784	88.1%	R
		Kole 2	93	1347	59.9%	R
		Lodja 1	104	4043	94.3%	R
		Lodja 2	109	2757	56.3%	R
		Lodja 3	146	2610	66.5%	R
		Lomela 1	0	0	0.0%	R
		Lomela 2	69	573	87.6%	R
		Lomela 3	37	543	88.8%	R
		Lubefu	173	2833	61.7%	R
		Lusambo 1	45	1281	84.7%	R
		Lusambo 2	34	385	44.0%	R
	Total		1254	24330		
	Kasaï-Oriental III					
	14 sub-provinces and 1662 schools	Kabinda 1	182	5013	52.0%	R
		Kabinda 2	160	2096	81.8%	R
		Kabinda 3	144	3103	46.3%	R
		Kamiji	33	780	56.1%	R
		Kanintshina/Wikong	42	1603	71.9%	R
		Lubao 1	107	2187	43.9%	R
		Lubao 2	206	3034	62.5%	R
		Lubao 3	100	2026	44.3%	R
		Luilu	313	10269	44.3%	R
		Mwene-Ditu	98	6507	45.4%	R
		Ngandajika 1	105	4648	53.9%	R
		Ngandajika 2	106	3360	61.4%	R
		Ngandajika 3	66	1284	59.9%	R
	Total		1662	45910		
Kasaï-Occidental						
2 education provinces, 28 sub-provinces and 4291 schools.	Kasaï-Occidental I					
	13 sub-provinces and 1951 schools	Demba 1	128	3219	64.4%	R
		Demba 2	125	3415	49.6%	R
		Dibaya 1	186	3963	42.5%	R
		Dibaya 2	85	1891	65.8%	R
		Dimbelenge 1	116	2307	53.2%	R
		Dimbelenge 2	158	2636	83.0%	R
		Kananga 1	178	7338	78.4%	U
		Kananga 2	101	5432	73.6%	U
		Kazumba Centre	150	2970	55.4%	R
		Kazumba Nord	136	2893	63.5%	R

		Kazumba Sud	179	3006	55.3%	R
		Luiza 1	278	6681	53.9%	R
		Luiza 2	131	2870	53.3%	R
	Total		1951	48621		
	Kasai-Occidental II					
	15 sub-provinces and 2340 schools	Dekese 1	74	946	68.8%	R
		Dekese 2	76	645	61.4%	R
		Ilebo	178	3212	87.1%	R
		Kakenge	173	2973	77.6%	R
		Kamonia	193	3052	71.8%	R
		Kamuesha / Tshikapa Est	211	2824	82.3%	R
		Kampungu	133	2028	86.7%	R
		Kitangua / Tshikapa Ouest	128	2296	63.3%	R
		Luebo 1	117	2200	58.1%	R
		Luebo 2	101	1851	67.5%	R
		Mweka	225	4238	48.0%	R
		Nyanga	172	2655	57.3%	R
		Shabunda	86	5081	76.6%	R
		Sud-Banga	187	2647	78.8%	R
		Tshikapa centre	286	8823	64.0%	U
	Total		2340	45471		
Katanga						
4 education provinces, 36 sub-provinces and 5416 schools.	Katanga I					
	9 sub-provinces and 1477 schools	Kambove	95	3950	91.7%	R
		Kasenga	121	3743	67.1%	R
		Kipushi	82	2971	65.4%	R
		Likasi	140	8080	74.1%	U
		Lubumbashi 1	252	11540	86.3%	U
		Lubumbashi 2	173	11443	71.4%	U
		Lubumbashi 3	387	18623	87.5%	U
		Pweto/Mitwaba	143	3504	82.5%	R
		Sakania	84	3694	55.6%	R
	Total		1477	67548		
	Katanga II					
	10 sub-provinces and 1865 schools	Bukama 1	150	5174	80.5%	R
		Bukama 2	239	5298	69.7%	R
		Kabongo 1	213	4390	37.5%	R
		Kabongo 2	239	4460	66.2%	R
		Kamina 1	231	6368	69.4%	R
		Kamina 2	91	2252	56.2%	R
		Kaniama-Kasese	154	4375	61.5%	R
		Kiondo-Kiambidi	145	3127	39.3%	R
		Malemba-Nkulu 1	189	4583	75.3%	R

		Malemba-Nkulu 2	214	6483	42.8%	R
	Total		1865	46510		
	Katanga III					
	8 sub-provinces and 1321 schools	Ankoro	162	3422	66.2	R
		Kabalo	209	3631	52.8	R
		Kalemie	216	8713	31.6%	R
		Kongolo	370	9029	69.6%	R
		Manono	103	3529	27.6%	R
		Moba	155	4165	75.0%	R
		Nyunzu 1	61	1531	42.4%	R
		Nyunzu 2	45	856	66.6%	R
	Total		1321	34876		
	Katanga IV					
	9 sub-provinces and 753 schools	Kapanga 1	79	1853	60.2%	R
		Kapanga 2	73	1497	57.0%	R
		Kasaji	164	4166	40.4%	R
		Kolwezi 1	41	3511	48.3%	U
		Kolwezi 2	65	6138	54.4%	U
		Lubudi	125	5051	63.2%	R
		Mutshatsha	73	2100	62.4%	R
		Sandoa 1	83	2364	53.4%	R
		Sandoa 2	50	1192	39.0%	R
	Total		753	27872		

Annex 4: Duty of Care Risk AssessmentRisk Assessment for Improved Governance and Accountability in the Education Sector in the Democratic Republic of Congo

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

	Kinshasa risk score	North and South Kivu risk score	DRC, excluding Kinshasa and North and South Kivu
Overall rating	2.8	3.5	2.2
FCO travel advice	3	4	2
Host nation travel advice	Not available		
Transportation	4	4	4
Security	3	3	2
Civil unrest	4	3	2
Violence/crime	4	4	3
Terrorism	2	2	2
War	3	4	3
Hurricane	1	1	1
Earthquake	1	1	1
Flood	2	2	2
Medical services	2	4	4
Mode	2/3/4	4	2
Mean	2.6	2.9	2.4

Annex 5: Standard DFID KPI's

DFID Key Performance Criteria	Sub Criteria	Rating (Strength, Weakness or No Indication)	Comment
	How do you rate performance against:	1 to 6 (see criteria below)	
Quality & Delivery	Quality and timeliness of milestones/deliverables		
	Quality of monitoring, evaluation and reporting		
	Project impact / key results on track according to programme logframe		
Management, Strategy & Financial	Monthly and quarterly reports submitted to agreed deadlines		
	Grants are disbursed within agreed deadlines		
	Ability to deliver in line with agreed budget		
Personnel	Performance of team leader		
	Performance of other team personnel		
	Performance of country based teams		
	Timeliness in replacing personnel with appropriate level of approval from DFID		
	Managing underperformance		
Customer Relationship	Risk Management		
	Responsiveness to stakeholders		
	Impact of outreach and external communications		
	Regular communication with DFID and delivery of weekly meeting action points		
	Development of new delivery partners		
	Attention to DFID policies		
Innovation and Continuous Improvement	Provider has sought to improve on the last reporting periods performance		
	Provider has delivered new ideas which have benefited the programme		
Corporate Social Responsibility	Activities have resulted in a positive effect on sustainable/environmental considerations		
	Supply Chain: the amount of local contractors used within the supply chain to deliver the programme		
	Employment: Apprenticeships, local opportunities		

Overall Performance in terms of Value for Money	
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Rating	Definition
6	Responsibilities delivered with a high level of efficiency and effectiveness. Supplier proactive in taking steps to achieve outcomes according to contracted responsibilities

5	Responsibilities delivered efficiently and effectively
4	Minor effort required to improve delivery of one or more contracted responsibilities
3	Effort needed to deliver contracted responsibilities
2	Major effort needed to deliver responsibilities. Significant effort required from DFID where provider is not delivering
1	Serious under performance. Not meeting most contract deliverables