

## **CALLDOWN CONTRACT**

**Framework Agreement with: Ecorys UK Limited**

**Framework Agreement for: Global Evaluation Framework Agreement (GEFA)**

**Framework Agreement Purchase Order Number: PO 7448**

**Call-down Contract For: Independent Monitoring and Evaluation of DFID's African Union Support Programme**

**Contract Purchase Order Number: PO 8549**

I refer to the following:

1. The above mentioned Framework Agreement dated **12 September 2016**;
2. Your proposal of **23<sup>rd</sup> May 2019**

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

### **1. Commencement and Duration of the Services**

- 1.1 The Supplier shall start the Services no later than **26 August 2019** ("the Start Date") and the Services shall be completed by **25 May 2021** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

### **2. Recipient**

- 2.1 DFID requires the Supplier to provide the Services to the **DFID Africa Regional Department** ("the Recipient").

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed **£239,684.40** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B. **OR**

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 28.1 shall be substituted for Clause 28.1 of the Framework Agreement.

### **28. Milestone Payment Basis**

- 28.1 Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At

each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of DFID.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 28.1 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

#### 4. DFID Officials

4.1 The Project Officer is:

REDACTED

4.2 The Contract Officer is:

REDACTED

#### 5. Key Personnel

The following of the Supplier's Personnel cannot be substituted by the Supplier without DFID's prior written consent:

REDACTED	
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#### 6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

#### 7. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
  - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
  - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.



- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project and must be separately identified in all financial reporting relating to the project.
- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

## **8. Call-down Contract Signature**

- 8.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of  
The Secretary of State for  
International Development

Name:

Position:

Signature:

Date:

For and on behalf of

[

Name:

Position:

Signature:

Date:



Department  
for International  
Development



## Model Calldown Contract Amendment Letter

Department for International Development  
Abercrombie House  
Eaglesham Road  
EAST KILBRIDE  
Glasgow  
G75 8EA

Telephone: East Kilbride 01355 84 4000  
Directline: 01355 84 [ ]

File Ref: [ ]

Date: [ ]

Contract Amendment No: [ ]

CONTRACT FOR: [ ]

CONTRACT NUMBER: [ ]

1. With reference to the contractual letter dated [ ] (as most recently amended by the letter dated [ ]) whereby your firm [(in association with [ ])] was engaged to [ ] and with reference to your letter(s) of [ ] and subsequent discussion, I confirm that the UK Government wishes to make the following further amendment(s) to the letter of [ ]:
2. These / This amendment(s) relate(s) to [ ]
3. Please confirm in writing by signing and returning one copy of this letter, within 15 working days of the date of signature on behalf of DFID that you accept the amendment(s) set out herein.
4. Please note the provision in the contractual letter that the financial limit of the UK Government's liability to the Supplier under this engagement shall not exceed the sum specified unless the amount of any such excess has been agreed by the Department for International Development in writing before the Supplier takes any action which might result in the financial limit being exceeded.

For and on behalf of the  
Secretary of State  
for International Development

Name:

Position:

Signature:

Date:



Department  
for International  
Development



For and on behalf of

Name:

Signature:

Date:

## **Terms of Reference for Independent Monitoring and Evaluation**

### **African Union Support Programme, 2018 – 2021**

#### **Introduction**

Since its inception in 2001, the African Union has played an increasingly important role on peace and security issues across the African continent. This is seen through its leadership of, or involvement in, peacekeeping missions (most notably in Somalia) as well as its efforts to tackle some of the upstream drivers of instability via mediation and electoral monitoring. Beyond this peace and security role, the African Union Commission (AUC) has shown its drive to act in areas that can help unlock sustainable economic growth through initiatives such as the African Continental Free Trade Area. It has also taken action to tackle the harmful effects of irregular migration, including modern slavery.

DfID is undertaking a programme of targeted support to the African Union Commission on key AUC areas of action. The result of this intervention is intended to be an AUC better able to deliver priority outcomes within its mandate on key issues for Africa, advancing the AU's overall aim of becoming "an integrated, prosperous and peaceful Africa"; and the AUC's aim of becoming "an efficient and value-adding institution driving the African integration and development process in close collaboration with African Union Member States, the Regional Economic Communities and African citizens".

DFID is providing £5 million over 2018 – 2021 to support in three key areas based on the AU's priorities; the lessons learned from previous DFID support programmes to the AUC and complementarity to other HMG support to the AU. The chosen areas are supporting the AUC to develop a stronger upstream focus on peace and security on the continent; supporting the AUC to promote mutual prosperity and boost economic growth; and supporting the AUC to tackle the drivers of illegal migration. There will also be a flexible funding window for emerging priorities within the full programme.

The purpose of this tender is to contract an independent monitoring and evaluation agent for the programme.

The successful bidder will be contracted from July 2019 to April 2021.

#### **1. Context**

Whilst the AU has developed significantly over the past 17 years, it continues to experience difficulties associated with capacity, funding and capability gaps in some areas.

The AUC is also undergoing significant reforms, recently agreed in part by Heads of State at an extraordinary summit in Addis Ababa that aim for it to be largely self-financing with a clearer structure and accountability.

Evidence from previous DFID support programmes to the African Union shows that support to the AUC can help increase its effectiveness in targeted areas, helping it deliver its political mandate to work at continental level to press for improvements across Africa. Early support on the Continental Free Trade Area was described as "catalytic" by the AUC; support on elections monitoring training has

enabled the AUC to deploy credible elections observers; capacity-building support has helped the AUC improve its financial reporting systems.

## **2. DFID Intervention**

The UK's Department for International Development is delivering a £5 million programme of support to the African Union Commission (AUC) from 2018 – 2021. The impact of this intervention is intended to be an AUC better able to deliver priority outcomes within its mandate on key issues for Africa, advancing the AU's overall aim of becoming *"an integrated, prosperous and peaceful Africa"*; and the AUC's aim of becoming *"an efficient and value-adding institution driving the African integration and development process in close collaboration with African Union Member States, the Regional Economic Communities and African citizens"*.

As such, the overall aim of the intervention is focused on institutional development, with a well-functioning institution being able to demonstrate progress on priority areas.

The programme is focused on the AUC's work with its member states on three key areas:

- i. Trade, where the AUC is leading on the development of an African Continental Free Trade Area. In this area the DfID support includes work with UNECA, as a key voice on pan-African trade issues that can underpin key AUC priorities, as well as directly with the AUC itself. The **outcome** of DfID support is to help set the conditions for growth and prosperity on the continent.
- ii. Migration, where the AUC has shown itself to be strong actor through the creation of the Horn of Africa Initiative, the development of the Migration Policy Framework for Africa and its role in the AU-EU-UN migration task force. The **outcome** of DfID support is that the AUC become an increasingly credible voice on migration, capable of driving action on the Continent to protect the most vulnerable, dismantle trafficking networks and co-ordinate continental efforts across the various international (including EU) migration processes.
- iii. Elections, where the AUC has a key role in developing its long term electoral monitoring and assistance capabilities to foster the conditions for successful elections and subsequent peaceful transitions of power. The **outcome** of DfID support is improved electoral monitoring and assistance.

In each of these, the programme provides technical assistance and/ or capacity building to develop the AUC's capacity to develop policies and, crucially, to deliver results in priority countries across the continent.

The programme also contains a flexible funding element. Based on lessons learned under previous DfID support to the AU, the current programme will take an adaptive approach. A decision will be taken in 2019 on the apportionment of the flexible funds, which could either expand the existing work on the one or more of the three priorities outlined above, or could look to support a new priority.

## **3. Purpose of the evaluation**

This evaluation will need to assess, at an institutional level, the capacity and capability of the AUC to operate across the three priorities areas, at a time when the institution is undergoing significant organisational reforms.

An effective and efficient AUC in Addis Ababa needs to be seen to deliver real-world impact across the Continent on each of the three areas of focus for the programme. To support the monitoring of this, the evaluation will provide a qualitative assessment of the benefits of the interventions under the programme.

Lastly there are certain cross-cutting elements common to the three areas of focus under the programme, including the overall gender impact of our interventions. Evidence from previous programmes highlighted the need for a closer examination of gender impact of interventions with the AU. Through bespoke research, the evaluation will need to identify the key gender-related elements under the programme interventions and assess the impact the programme has on these.

#### **4. Scope of Work**

Under this contract the contractor will:

- i. Assess the institutional capability and capacity of the AU Commission over time to consistently follow through on its policy commitments across the three areas of focus for the programme:
  - a. Trade;
  - b. Electoral observation and assistance; and
  - c. Migration.
- ii. Set realistic success metrics that the evaluation will be able to measure progress against, using the work done in (i) as a baseline;
- iii. Provide a performance evaluation and qualitative assessment of the benefits of the interventions under the programme;
- iv. Undertake bespoke, action research in relation to the programme as instructed by DFID. In the first instance this will focus on identifying the key gender-related elements under the programme interventions and assessing the impact the programme has on these.

The contractor will also need to retain the flexibility to conduct similar assessments as outlined above in relation to the use of the flexible fund and/or additional bespoke research as further cross-cutting issues emerge.

#### **5. Recipients**

The primary recipient of the evaluation is DFID Africa Regional Department.

All data captured by the contractor is owned by DFID. No other party should be allowed access to the data captured unless expressly with the agreement of the DFID SRO. Bidders should set out the relevant data security measures to ensure that data is anonymised where relevant and stored and transferred securely.

#### **6. Expected approach and methodology**



An evaluation has not previously been undertaken for DFID support to the AU but lessons from the PCR of the last phase emphasise the benefits of taking an adaptive approach to implementation. It is key that the evaluation methodology be a suitable tool for such an approach to assessing institutional capacity building.

This tender does not specify a methodology for answering the evaluation questions. Bidders are invited to explain their proposed data collection and analysis plan. We are interested to hear their views on the correct balance between quantitative and qualitative tools (in particular Institutional Analysis tools) and the possible opportunities and/or constraints to the three areas of proposed work under Section 4.

The evaluation methodology may include:

- Desk based research using the documents listed in the Annex as a starting point
- ToC workshop with the SRO and other key stakeholders to identify success metrics
- Surveys and/or interviews with relevant AU interlocutors listed in the Annex
- Institutional Analysis
- Action research approaches
- Contribution Analysis

The evaluation criteria to be used will follow the OECD/DAC criteria with a focus on relevance, effectiveness and efficiency.

## **7. Evaluation Questions**

The high level evaluation questions fall under the OECD/DAC criteria with a focus on relevance, effectiveness and efficiency. This ITT invites bidders to set out sub questions underneath these overarching priorities.

### **Relevance**

Question 1: To what extent is the intervention suited to the priorities and policies of the AUC?

### **Effectiveness**

Question 2: To what extent are the objectives of the intervention (capacity, accountability, stakeholder empowerment and ownership and sustainability) achieved in relation to the three areas of programming? To what extent did the capability building activities meet the needs of key stakeholders in these areas met?

Question 3: What were the major factors influencing the achievement or non-achievement of the objectives?

### **Efficiency**

Question 4: Were activities cost-efficient? In what ways could they have been more efficient? Were objectives achieved on time? To what extent will the outcomes be sustainable?

Question 5 Bespoke research on gender: the focus of this research is to be agreed with the SRO. Bidders are invited to include outline proposals in their bid.

## **8. Risks and Challenges**

The successful bidder will need to retain flexibility to respond to this adaptive programme and ensure that the on-going evaluation remains relevant and accurate.

They will also need to secure and maintain good levels of access to AU Commission officials and other donors. The DfID SRO can support this initially, but it will be for the successful bidder to manage their relationship with these key stakeholders over the lifetime of the contract.

There are measurement challenges in terms of capacity building in an agency with the size and remit of the AUC. The tender invites bidders to consider this challenge when the proposed methodology is set out in the bid.

There is also likely to be a time lag to observe change, as such this evaluation requires that the contractor details the Theory of Change in full in order that relevant success metrics can be identified in advance and subsequently measured.

There is also potential for research fatigue amongst stakeholders using the action-research approach, it will be important for the winning tender to set out the ways the burden can be mitigated on participants.

## **9. Products**

Final products will be agreed in the inception report but key documents envisaged are:

- i. By end October 2019: a short draft inception report;
- ii. By end November 2019: a baseline, desk review and a fully defined ToC;
- iii. By end May 2020: the first 6-monthly rapid-assessment of progress under the programme (length <10pages);
- iv. By end November 2020: second 6-monthly rapid assessment;
- v. By end April 2021: a final report which responds in full to the evaluation questions
- vi. At a date to be agreed: a cross-cutting piece of action research with a focus on gender.

We invite bidders to set out how the rapid assessments can be produced using an adaptive/action-research approach in response to the overarching OECD/DAC evaluation questions.

## **10. Team composition**

Given the focus of DfID's AU support programme is on institutional development, the successful bidder will be required to demonstrate they are an objective organisation, with a track record in delivering world class M&E services in organisational development programming and the capability to monitor the progress of interventions in real time, assessing the relevance, effectiveness and quality of its interventions.

Experience in evaluations of institutional capacity building is highly desirable. Institutional analysis skills and experience in evaluation of adaptive programming are essential.

## **11. Budget**

The budget for this work will not exceed £239,684.40 for the duration of the contract.

## **12. Timing**

We are seeking a contractor to be in place by July 2019. The contract will end April 2021.

### **13. Management Arrangements**

The successful bidder will report to the DfID SRO. They will agree an engagement programme with the SRO before approaching stakeholders.

### **14. Ethical Principles**

The evaluation will be expected to develop its ethics policy in the Design Phase, and apply it during implementation. The tender should set out a brief overview of the key ethical principles of concern with regards this evaluation and how they will be managed.

### **15. Safeguarding and Duty of Care**

The tender should set out the relevant safeguarding risks, particularly with regard to the bespoke action-research on gender if fieldwork with beneficiaries is proposed.

The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

DFID will share available information with the Supplier on security status and developments in-country where appropriate. The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract. 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.

Tenderers must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above. They must confirm in their Tender that:

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

If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your tender will be viewed as non-compliant and excluded from further evaluation.

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 provided in response to the tender requirements.

### **16. UK AID Branding**

All final evaluation outputs and presentations should include the relevant UK AID logo.

## **17. Annexes and additional information**

- i. Business case for AU Support Programme 2018 – 2021 (attached separately)
- ii. Project completion report for AU Support Programme 2014 – 2017 (attached separately)
- iii. African Union Commission's Agenda 2063 (available here: <https://au.int/en/agenda2063>)
- iv. Migration Policy Framework for Africa (available here: <https://au.int/en/documents/20181207/migration-policy-framework-africa-mpfa>)
- v. African Continental Free Trade Area Q&A (available here: <https://www.uneca.org/publications/african-continental-free-trade-area-questions-answers>)
- vi. Action Plan for Boosting Intra-African trade (available here: <https://www.uneca.org/pages/action-plan-boosting-intra-africa-trade>)
- vii. Evaluation of previous DfID electoral support involving the African Union (available here: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/298767/Evaluation-africa-democracy-strengthening-prog.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/298767/Evaluation-africa-democracy-strengthening-prog.pdf))
- viii. African Charter on Democracy, Elections and Governance (available here: <https://au.int/en/treaties/african-charter-democracy-elections-and-governance>)

## Appendix A: of Contract Section 3 (Terms of Reference) Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

The completed schedule must be agreed formally as part of the contract with DFID and any changes to the content of this schedule must be agreed formally with DFID under a Contract Variation.

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ol style="list-style-type: none"><li>1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of in respect of Personal Data necessary for the administration and/or fulfilment of this contract.</li></ol>