



SECTION 2

Revised terms of reference

November 2015

Terms of Reference

Roads in the East of the Democratic Republic of Congo Phase 2: Monitoring and Evaluation, Environmental and Social Management and Maintenance

1. Introduction

- 1.1 DFID DRC has recently approved a major new programme to build and maintain roads in eastern DRC (the 'Programme') which is set out in more detail in the business case at Annex A. The Programme is in support of the Government of DRC's (GoDRC) and the UN mission — MONUSCO's stabilisation plan ("the ISSSS").
- 1.2 DFID DRC is providing development assistance to the Programme for the build/upgrade of four priority strategic roads, a sustainable maintenance system to safeguard in the longer term these four roads and a further five roads previously built under the ISSSS, to generate employment that is equitably distributed, and to manage the environmental and social impacts of the roads. DFID DRC is also working with other donors, MONUSCO and GoDRC to leverage in other activities and interventions to ensure that the conditions are in place for the roads to lead to increased incomes and improved security for local people.
- 1.3 DFID DRC requires the services of a Supplier ("the Services") to act as a Monitoring and Evaluation Service Provider to monitor and evaluate the Programme, initiate management of the long-term and indirect environmental and social impacts and report on the effectiveness of the maintenance of the Programme roads in South and North Kivu.
- 1.4 Other elements of the Programme will be delivered by UNOPS and IPE Global who are acting as Project Manager and Engineer (PME). UNOPS is building/upgrading the road from Burhale to Shabunda in South Kivu, handing over its maintenance to the national roads fund and roads bureau, and managing the direct and short-term environmental and social impacts of the road. IPE Global is assisting the GoDRC's Ministry of Regional Development, Urbanism, Habitat, Infrastructure, Public Works and Reconstruction (MATUHITPR) by advising, designing and procuring on behalf of the MATUHITPR contracts for the implementation of certain elements of the Programme and in particular the construction or upgrading of three roads in North and South Kivu, their handover for maintenance to the national roads fund and roads bureau, and the management of the direct and short-term environmental and social impacts of the roads. DFID DRC has engaged a technical consultant to support both the GoDRC and the implementing partners, and to quality assure progress. The technical consultant is to make quarterly visits to the project sites, IPE Global, UNOPS and the Supplier.



2. Objective

- 2.1 DFID's support to roads in eastern DRC is intended to reduce income poverty and improve security in North and South Kivu. This impact will be delivered by catalysing economic activity and service provision through secure, all-weather, climate resilient roads.

3. Recipient

- 3.1 DFID is the contracting authority for the Services described in these terms of reference.

4. Scope

- 4.1 The Supplier shall monitor and evaluate the Programme as a whole, commence implementation of a Social and environmental Management Plan ("SEMP") for the indirect and long-term environmental and social impacts of the project, and report on the institutional sustainability of the maintenance of the roads after their handover to the national roads fund and roads bureau. The scope of work of the Supplier covers the following areas:

(i) Monitoring and evaluation

- a) Establish baselines for the Programme, and verify that gender is sufficiently taken into account in the logframe. A preliminary baseline study has been undertaken and a logframe with indicators, milestones and targets is appended at Annex B. The logframe includes some baselines but some gaps remain to be filled by the Supplier.
- b) Establish a data collection and quality assurance strategy. This will set out the data required from UNOPS and IPE Global and how the Supplier shall quality assure these data, and the data that the Supplier shall gather themselves. The logframe includes some data collection methodologies and sources but some gaps remain to be filled by the Supplier. Data collection methodologies may include community surveys and road user surveys and the setting up/staffing/capacity building of checkpoints/data collection centres.
- c) Design and undertake an evaluability study. The evaluability study should assess the potential for a systematic, rigorous evaluation that tests and clarifies the theory of change behind road building in relation to stabilisation outcomes and seeks to understand whether the logical pathways and assumptions made in the programme design hold true, or whether they need to be refined. Working from an initial outline of potential monitoring and evaluation strategies in the Business Case at Annex A, the Supplier shall be expected to review and assess different feasible evaluation approaches to the programme that will address the question of how far we can go in evaluating outcomes and impact, and with what degree of rigour. Specifically, the consultant shall, in consultation with key partners and stakeholders:
 - Develop two to three evaluation approaches to measure the impact and outcomes of the programme over 10 years (using the standard DAC definition of positive/negative, primary/secondary, intended/unintended, direct/indirect effects). Central to this will be a well informed (and clearly



presented) assessment of how the proposed approaches will establish causal links or pathways between, the intervention and observed outcomes, and how robust the methodology would be for each. Consider whether a rigorous impact evaluation of road building will answer relevant and important questions about the effectiveness of the ISSSS in bringing about key stabilisation outcomes in eastern DRC. If an impact evaluation establishing attribution cannot be envisaged, then what alternative strategies could be proposed to evaluate the theory of change underlying the programme and its place in the theory of change of the ISSSS?

- Identify how programme outputs and activities or processes should be measured at an interim stage, and the theory of implementation tested, through a summative evaluation that will be conducted at the end of the construction phase. Propose an appropriate evaluation framework, to be agreed by DFID, outlining key evaluation questions, quantitative and qualitative data collection methods and analysis leading up to the evaluation point, and indicate a relevant evaluation design (theory-based, realist, etc.), to be agreed by DFID, that will provide a platform for the impact/outcome evaluation at the 10-year point.
 - Propose an approach, to be agreed by DFID, for a dedicated research component to investigate evidence gaps.
- d) Develop a methodology for measuring the carbon footprint of the programme. Building on existing work by the Asian Development Bank on measuring the carbon footprint of roads interventions at Annex C, the Supplier shall develop a methodology and data collection sheets for assessing the carbon footprint of the programme. Data to be provided will where reasonably possible include, but may not be limited to: volume and source of and mode of transportation for construction and maintenance materials; fuel use in vehicles and machines used in construction, maintenance and in contractors' camps; amount and type of vegetation removed; number, type and source of and mode of transportation for machines and vehicles used; amount of grid electricity (if any). The methodology should also encompass carbon emissions during the operation phase of the road, including the substitution of road for air transport. An early assessment should be made of the relative significance of emissions during the construction phase and the operation phase.
- e) Develop a communications strategy to disseminate learning from the Programme covering e.g. sharing reports, presenting findings to different audiences.
- f) Based on the results of the evaluability study, review monitoring plans and systems to ensure that relevant data is gathered towards the summative evaluation and a longer term impact evaluation. Adjust data collection methods as appropriate and undertake regular monitoring.
- g) Based on the results of the evaluability study, design a research component to investigate evidence gaps. This research element will be built progressively with partners and local communities where feasible to encourage ownership and engagement in any primary research activity and to facilitate wider accountability for the outcomes and processes by which they are achieved.



- h) Based on the results of the evaluability study, design a summative evaluation, subject to agreement with DFID in advance of the work taking place.
- i) Undertake the summative evaluation at the end of the construction phase, subject to a contract amendment.
- j) Monitor impacts, outcomes, outputs and activities/processes on a quarterly basis.
- k) Collect (from UNOPS, IPE Global, Office des Routes and the Supplier's own operations), collate, calculate the carbon footprint of and provide quarterly carbon accounting data from works and maintenance and on the operations of the Supplier, IPE Global, UNOPS and Office des Routes.
- l) Based on the results of the evaluability study, feed into other evaluation plans and strategies for ISSSS. Ensure that monitoring and evaluation of the Programme complements and supplements wider stabilisation outcome monitoring and evaluation plans. Liaise with the monitoring and evaluation secondee to MONUSCO that DFID is funding through another programme, as well as DFID's "Supporting Peace and Stability in Eastern DRC" programme thus enabling plans and activities to be joined-up and co-ordinated.
- m) Develop and share lessons across the elements of the Programme about implementation of the Programme and about its effects. Ensure that findings and conclusions reached from monitoring and evaluating outcomes are fed into decision-making processes e.g. planning and funding cycles, future programming design and partner liaison meetings and processes.

(ii) Management of indirect and long-term environmental and social impacts

- a) On the basis of existing Environmental and Social Impact Assessments and draft Social and Environmental Management Plans appended at Annex D, undertake a review to assure their quality and establish and adapt to ground realities a credible SEMP for the indirect and long-term environmental and social impacts. The Supplier shall finalise and agree the SEMP with DFID based upon the experience of the first phase of Roads in the East and other relevant experience. This will include the addition of newly identified areas for Phase 2, which may include monitoring and mitigating rent seeking and natural resource exploitation, managing the risks of mining to land degradation and pollution of water courses, and monitoring and mitigating road safety issues.
- b) If necessary, develop a methodology to monitor and evaluate the road safety aspects of the programme and, if appropriate, work with the provincial authorities to develop a road safety strategy. This will include a risk analysis of expected road crash death and injury scenarios.
- c) Commence delivery of the SEMP to monitor and mitigate the indirect and long-term social and environmental risks and opportunities of the road building/upgrading and maintenance.
- d) Coordinate closely with UNOPS and IPE Global, who are monitoring and mitigating the short-term and direct environmental and social impacts of the roads. UNOPS has also included measures to address some of the indirect and longer term impacts in its area of operations. The short-term and direct impacts include, but are not limited to, the



impacts of the construction works (such as pollution and HIV/AIDS), management of quarries and borrow pits, mitigation of deforestation, erosion and hydrological impacts as a direct result of roadbuilding, workers' health and safety, the engineering elements of road safety, and inclusion of poor and vulnerable groups in employment on the road works. Verify that UNOPS and IPE Global are taking appropriate action to deliver targets on the employment of women, demobilised soldiers and the poorest households and propose alternative courses of action where they are off track.

- e) Coordinate an existing committee of all relevant government, NGO and UN partners in South Kivu to manage environmental and social impacts. This is an innovative approach developed during Phase 1 that should also be developed and adopted in North Kivu. This may include capacity development and provision of a secretariat, operating costs and mission costs. The Supplier may also be required to set up and provide operating costs and capacity building support to local level environmental and social management committees to ensure community buy-in and undertake beneficiary monitoring of the programme.

(iii) Maintenance

- a) Monitor establishment and/or activation as necessary of memoranda of understanding (MoU) between the appropriate provincial authorities (currently the provincial governor, Office des Routes and FONER) in each of North and South Kivu and Ituri in Province Orientale to ensure that long-term maintenance of the roads is undertaken. The existing MoU for South Kivu is appended at Annex E.
- b) Assess — from an institutional rather than engineering perspective - the maintenance of the four Programme roads as well as the five roads previously re-opened under the 1SSSS. Maintenance is being undertaken by UNOPS, IPE Global and other donors' construction project managers until the roads are handed over to the national roads fund (FONER) and undertaken by the national roads bureau (Office des Routes) using local labour-based approaches as well as mechanised approaches for periodic maintenance.

(iv) Cross-cutting work

- a) In order to deliver the scope of works, assess the needs of the monitoring and evaluation organisations contracted by MESP for M&E services and ensure they have the capacity required to deliver subcontracted services to a standard where data users can have confidence in the quality of information collected.
- b) Inform local communities about the programme works, their timing and their potential direct environmental and social impacts and communicate with all beneficiaries and project stakeholders through the period of the Programme through an extensive consultation and communications strategy. The Supplier shall develop a risk management strategy to manage risks to successful achievement of the project objectives and conflict risks, as identified in the DFID business case, resulting from the road.
- c) Prepare an exit strategy/handover of reports, data and knowledge at the end of the Services.



- 4.2 The Supplier shall be required to interface constructively with the other service providers delivering on this roads programme.
- 4.3 The Supplier shall establish an appropriate management structure and office/sub-office location, allowing convenient coverage of the project area. The Supplier shall be responsible for establishing and maintaining these facilities.
- 4.4 The Supplier shall employ sufficient technical, financial, environmental, social and other support staff to satisfy these terms of reference. No part of the Services will be sub-contracted except as set out in the Supplier's accepted proposal, inception plan or as otherwise agreed by DFID.
- 4.5 Where elements of the Services are to be sub-contracted, the Supplier shall sub-contract local small and medium enterprises (SMEs), nongovernmental organisations (NGOs), bureau d'études, consultancy firms etc. International firms may be sub-contracted where local capacity and market competition is not sufficient and cannot be built within the programme's timescales. The Supplier shall supervise and manage any sub-contracts. The Supplier shall negotiate implementation costs and results-based contracts with sub-contracting organisations. The Supplier shall propose a form of contract to be used that incorporates, to the extent feasible, risk sharing mechanisms that incentivise cost-effective and quality delivery.
- 4.6 The Supplier shall make detailed records of all key decisions and in any event in relation to evaluation of tenders for sub-contracts and any concerns or challenges made by third parties. The Supplier shall be subject to audit by DFID or its authorised agents to ensure procurement practice is conducted in accordance with best principles of openness, non-discrimination and equal treatment including the publication in appropriate media of opportunities to tender for contracts.



5. Outputs

5.1 The required outputs will include, but may not be limited to:

Inception Phase Outputs:

1. An inception plan, to be approved by DFID, which includes a validation of the ToR and workplans for the Inception Phase at the end of the first month.
2. An updated version of the project logframe reflecting current realities.
3. A data collection and quality assurance strategy, to be approved by DFID, within the first four months of the Services.
4. An evaluability study, to be approved by DFID, within the first four months of the Services; and a report outlining proposed evaluation approaches to measure long-term impact, a thorough assessment of each approach and explanation of why they were selected against criteria, and an evaluation framework as detailed in the scope of work above. This will be presented and discussed with key stakeholders, and approved by DFID, within the first four months of the Services.
5. A methodology and data collection sheets for measuring the carbon footprint of the programme, to be approved by DFID, within the first four months of the Services.
6. A consultation and communications strategy within the first four months of the Services.
7. A risk management strategy, including security, fiduciary and operational risks, to be approved by DFID, within the first four months of the Services.
8. A management plan for the indirect and long-term elements of the SEMP, to be approved by DFID, within the first four months of the Services.
9. A methodology to monitor negative impacts of the roads, such as conflict risks, social risks, rent seeking, natural resource exploitation and increased unregulated mining activity, to be approved by DFID, within the first four months of the Services.
10. A report on the current operating procedures, mission and purpose of the environmental and social management committee in South Kivu, including an outline of feasibility for establishment of similar committee in North Kivu within the first four months of the Services.
11. A baseline study design report, including proposed design, questions and report from preliminary trials, at the end of the first four months of Services.
12. An Inception Report synthesising Inception Phase activities and progress, and which sets out the agreed outcomes and output-based work plan, a revised MESP logframe and Roads in the East, UNOPS and IPE logframes, and includes the full revised budget for the remainder of the contract period, at the end of the first four months of Services.

Implementation Phase Outputs:

1. Initiation of SEMP implementation by the second month of the Implementation Phase.
2. A baseline study by February 2015.
3. A report on the institutional sustainability of the maintenance of the roads after their handover to the national roads fund and roads bureau to be incorporated into the second quarterly report of 2015 (July).
4. An update on capacity and needs for capacity building of local private sector, as described in Section 4.1(iv)(a) above, as part of regular quarterly reporting.
5. A report on the proposed summative evaluation design to include any changes in the M&E systems and processes and how they will be implemented. This will be presented and discussed with key stakeholders and approved by DFID by end March 2015.



6. A report on existing evidence gaps to be delivered by end February 2015. The subsequent design of a research component to investigate evidence gaps, to include any changes in the M&E systems and processes and how they will be implemented, where applicable to be delivered as part of the quarterly report submitted in March 2015.
7. Quarterly monitoring of impacts, outcomes, outputs and activities/processes and identification of lessons learnt.
8. Quarterly financial and progress reports on the delivery of the Services and risk management reports (this will include reporting on progress of the SEMP's).
9. Quarterly carbon accounting data.
10. Quarterly meetings of the environmental and social management committees in North and South Kivu.
11. Any other reports as may be required from time to time by DFID.

6. Constraints and dependencies

- 6.1 **Timing:** The Services will start and end on the respective dates indicated in the Call-Down Contract form. The contract may be extended by a period of up to one year if so required, for instance, due to delays in the completion of construction of the roads.
- 6.2 The process for securing continuation of the Services through to March 2022, including the undertaking of the impact evaluation, is yet to be determined.
- 6.3 DFID shall be entitled to terminate the contract for the Services on the expiry of 120 days following the start date, at other key stages defined in the inception plan or following an annual review, if it concludes that the objectives of the Programme will not be achieved or it is no longer economically viable.
- 6.4 If, notwithstanding the security arrangements put in place pursuant to paragraphs 6.5 to 6.11 below, DFID and the Supplier agree that security conditions do not permit continuation of the Services, DFID may require the Supplier to terminate or suspend and subsequently resume the Services or part thereof, in such a manner as to minimise the unproductive cost to DFID.
- 6.5 **Duty of Care:** The Supplier is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Framework Agreement) and Third Parties affected by their activities under this Call-down Contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 6.6 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.
- 6.7 The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this Call-down Contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FC0 website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.
- 6.8 This Procurement will require the Supplier to operate in conflict-affected areas and parts of it are highly insecure. 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.



- 6.9 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 safety in the field training prior to deployment if judged necessary.
- 6.10 Tenderers must develop their 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 developed by DFID (see Appendix G of this ToR). They must confirm in their Tender that:
- a) They fully accept responsibility for Security and Duty of Care.
 - b) They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
 - c) They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
- 6.11 Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence 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?
- 6.12 **Dependencies:** The Supplier shall work closely with the Ministry of Regional Development, Urbanism, Habitat, Infrastructure, Public Works and Reconstruction (MATUHITPR), the Cellule Infrastructures which supports MATUHITPR, the Ministry of Environment, Conservation, Nature and Tourism (MECNT), the Groupe d'Etudes Environnementales au Congo (GEEC) and MONUSCO's Stabilisation Support Unit, as well as a range of provincial government authorities.
- 6.13 The Supplier shall work closely with **IPE** Global, UNOPS and DFID's technical consultant and shall share with them all appropriate information.
- 6.14 The Supplier shall build relationships with key partners in coordination with IPE Global and UNOPS, so as not to add transaction costs for government and community partners.
- 6.15 The Supplier shall engage the beneficiaries of the Programme at the community, territorial and provincial levels, through community, territorial and provincial authorities, NGOs and religious organisations.
- 6.16 The Supplier shall coordinate with other stakeholders, including provincial authorities, donors, UN agencies and NGOs, including through the provincial Comités Techniques de Coordination, liaise with other relevant **DFID** programmes in the social, growth, mining, roads and governance sectors, and with the newly-approved "Supporting Peace and Stability in Eastern DRC" programme.



- 6.17 The Supplier shall work closely with the monitoring and evaluation secondee to MONUSCO that DFID will fund through another programme.
- 6.18 The Supplier shall make all reports and data provided under the Services available for publication in any procurement for the follow-on services to March 2022.

7. Implementation requirements

- 7.1 The Supplier shall be paid for the Services on the basis of agreed milestones/deliverables. 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.

8. Reporting

- 8.1 DFID DRC shall undertake reviews from time to time, in particular annual reviews in February/March of each year. The Supplier shall be responsible for preparing reports prior to and facilitating these reviews.
- 8.2 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, updated disbursement and time projections and progress against the logframe indicators. The first report will be submitted for the period ending on 31st May 2014.
- 8.3 The Supplier shall actively monitor risks to project implementation and the achievement of outputs and purpose as set out in the Roads in the East risk matrix in the DFID Business Case. DFID must be notified of any significant changes in the risk situation. Annual reviews will include a review of Programme risks.

9. DFID co-ordination

- 9.1 The Supplier shall report to the Eastern DRC Coordinator (based in Goma) and to the Project Officer for the Programme within DFID DRC, and liaise closely with the Results and Evaluation Adviser to ensure consistency and co-ordination with DFID DRC evaluation plans and strategies.

10. Update: November 2015

- 10.1. DFID has announced its decision to close the Roads in the East programme in South Kivu (implemented by UNOPS) within six to nine months. A decision about the future of the programme in the North Kivu is expected by the end of November. This period of uncertainty caused a slowdown of MESP activities and a partial demobilisation of stakeholders, such as the SEMP monitoring committees.
- 10.2. This slowdown has prompted a revision of the agreed milestones for this project and a costed four-month extension. The milestones have now been agreed as the following:



Milestone proposed	Activities	KPIs	For period covering	Submission date (to DFID)
Milestone 1: Design and confirm close down work plan - including confirmation of evaluation and studies required	Identify close down manager & team; Identify Quality Assurance Representative/s; Assign closedown roles & tasks using the closedown procedure matrix; Draft closedown plan and submit; Conduct closedown quality assurance review every month prior to contract end; Conduct closedown quality assurance final review one (if necessary monthly meetings continue until project is closed)	Arrangements for close down finalised; Terms of Reference for close down staff confirmed; activity plan (costed work plan) agreed; additional activities (Studies / evaluation) confirmed with DFID	1/11/15 - 13/11/15 (weeks 1&2)	13/11/2015
Milestone 2: Completion of stakeholder workshops and workshop reports submitted	Conduct stakeholder workshops including surveys and analysis; identify lessons learned; conduct final visits to project sites (grantees and beneficiaries); agree format for recording data and analysis		1/11/2015 - 29/2/16 (Months 1-4)	01/03/2016
Milestone 3: Submission of final closedown report	Including all close out procedures & reconciliations: Review grant closeout procedures and carry out final audit of closed grants; Conduct an internal audit of field administrative files, vehicle logs, project manuals and deliverables; Conduct internal audit of procurement backup documentation; Conduct personnel file audit. A completed checklist must be attached to each file. TL must sign off on each file.	Quality assurance and close down matrix completed and signed off. SEMPS file audited and signed off	1/11/2015 - 29/2/16 (Months 1-4)	01/03/2016
Milestone 4: Completion and sign off of lessons learnt product (product to be identified and agreed as part of close down work plan)	Format of lessons Learnt activities to be agreed as part of Milestone 1, to include a summary of the initial research gaps identified.	Success stories / lessons learnt documents completed and filed.	1/11/2015 - 29/2/16 (Months 1-4)	01/03/2016