

## **Section 4, Annex A**

### **Call-down Contract**

### **Terms of Reference**

#### **TERMS OF REFERENCE FOR THE INDEPENDENT MEMBER OF THE TRADEMARK EAST AFRICA EVALUATION COMMITTEE (EC)**

##### **1. Objective**

The Department for International Development (DFID) seeks to appoint an evaluation expert to serve as an independent member of the TradeMark East Africa's (TMEA) Evaluation Committee (EC). The main responsibility of the expert will be to a) provide strategic oversight as an EC member and (b) provide quality assurance and support on evaluations.

##### **2. Recipient**

The main recipient is TradeMark East Africa's Evaluation Committee (EC) and subsequently the TMEA Council. Other recipients may include investors of TMEA.

##### **3. Scope of Work and Deliverables**

In line with the objective above, the scope of work will cover the following:

- a) Oversight as a EC member
  - i. Participate fully as a member of the EC in EC meetings and provide technical and expert advisory support to the EC;
  - ii. Provide strategic advice to EC on the overarching approach to monitoring and evaluation;
  - iii. Represent the EC as necessary at meetings of TMEA internal Strategy & Results team as an independent observer.
- b) Quality assurance and support on evaluations
  - i. Propose an independent quality assurance criteria to be adopted by the EC;
  - ii. On behalf of the EC, review and quality assure terms of reference before TMEA evaluations commence;
  - iii. Review and provide timely written feedback on submitted inception reports, identifying suggested areas for inclusion and / or amendment or improvement, proposed changes in evaluation methods and approaches;

- iv. Review draft and final reports, and provide written comments on the quality, impartiality and independence of the process, findings and recommendations, and providing suggestions for e.g. further analysis and assessment;
  - v. Provide ad-hoc guidance and technical inputs as necessary to the evaluation teams;
  - vi. Review and provide written comments on TMEA's management response to the evaluation reports;
- c) Other duties
- i) Other assignment as may be directed by the Evaluation Committee.

#### **4. Reporting**

To help ensure independence, the expert will be contracted by DFID, one of the TMEA donors on behalf of the EC and will report directly to the EC and subsequently the TMEA Council on all deliverables.

#### **5. Desired Qualifications, Competences and Experience**

The expert should possess the following:

- i) have a credible academic reputation – experience as a peer reviewer or quality assurer of international renown and reputation in fields relevant to TMEA with experience of working on evaluations;
- ii) represent diverse viewpoints and be willing to constructively engage with the evaluation teams;
- iii) ability to present a balance of expertise and perspectives as reflected in the TMEA programming objectives and intended impact (including trade, poverty); including demonstrated understanding of regional integration and political economy issues in the region, particularly those related to trade;
- iv) experience as an evaluator with experience in East Africa will be desirable.
- v) experience of designing and undertaking large and complex evaluations, of multi-component development programmes, using mixed methods approaches that meet recognised standards for credibility and rigor;
- vi) demonstrated experience of using evaluations as a tool for lesson-learning both during programme implementation and beyond;
- vii) strong communication skills - being strategic as well as able to communicate complex studies and findings in an accessible way for non-technical people;
- viii) strong understanding of the strengths and limitations of different designs and how to interpret and present findings accurately to both researchers and non-researchers;
- ix) strong understanding and demonstrated experience of various quantitative and qualitative evaluation methodologies for demonstrating impact;
- x) demonstrated understanding and experience in undertaking VfM analysis of complex multi-level programmes, combining quantitative and qualitative techniques;

- xi) ability to be impartial and have no conflict of interest;
- xii) Possession of a Master's degree in a relevant field is mandatory.

## 6. Timing and Location

EC meetings usually take place once every quarter. The expert will therefore be expected to attend meetings (usually in Nairobi) in person or through any other feasible means. With regard to the quality assurance role for evaluations, the expert will be expected to work independently to support processes in line with the Joint Evaluation Plan. It is expected that the expert will be contracted on a call down basis and will spend around 30 days per year on the above responsibilities. Currently, the JEP timetable indicates that evaluations will be completed between 2015-2018. This contract will cover April 2016-June 2017 with the possibility of re-appointment at the close of the contract if the role is still required. For specific information, please refer to the JEP. As and when required, the independent member of the EC will be provided with office space to undertake his/her responsibilities.

## 7. Background

TradeMark East Africa (TMEA) is a multi-donor funded organization that works with partners in the East African Community to improve physical access to markets, enhance the trade environment and improve business competitiveness. Under this aim, a wide variety of programmes and projects are being implemented including infrastructure development such as one stop border posts; organisational development and reform with regional integration and trade related public sector organisations; implementation of advocacy campaigns by civil society and the private sector. The current budget over a six year period is estimated at around \$560m. The scope and scale of projects range from large multi-million dollar infrastructure projects to as little as \$50,000; some are implemented across multiple countries whereas others are single country only.

TMEA's governance structures have been designed to enable active involvement of partners: national governments, the EAC Secretariat, private sector representatives and funding agencies. Each DFID country office maintains close oversight of their national programme through participation in a "**National Oversight Committee**", which also includes senior representatives of government (PS level), the private sector and civil society. There is also a regional (EAC) "**Programme Coordinating Committee**" (chaired by a Deputy SG from EAC). Until mid-2015, a "**Programme Investment Committee**" (PIC) comprised of donors, independent members, and the EAC SG (as "Patron") has provided overall supervision. However governance has recently been strengthened through replacement of the PIC by a larger, professional "**Board**" to manage operational issues (on which DFID and USAID sit), supported by a "**Council**" to provide strategic oversight (on which DFID and all other donors sit). DFID and USAID are the legal "**Members**" of TMEA as a company limited by guarantee (CLG).

The Evaluation Committee has evolved from the former Joint Evaluation Group (JEG)

which was originally set up as a sub-committee of the PIC to steer and advise on monitoring and evaluation of the TMEA programme at key strategic milestones. Membership of the former JEG included USAID, Denmark and UK representing donor members, 3 TMEA staff and one independent member. Under the new governance structure, the EC reports to the Council. Membership includes two Council members (from USAID & Denmark), one Board member (from DFID), one TMEA member and the independent member.

The EC also has the flexibility to invite experts to support its work as the need may arise. Such experts may include evaluation experts to provide necessary technical inputs. The EC has held four meetings since its inception and minutes are available for review. As the evaluation processes commence, the EC would like to be fully constituted and therefore needs to contract an expert to serve as the independent member as provided for in the EC ToRs. To effectively fulfill this role, the expert will be provided with relevant project background documents (see documentation listed) and will be briefed by members of the EC and TMEA.

### **8. Break clause**

DFID shall have discretion to terminate this contract at any time whereupon the Supplier will immediately cease the provision of the Services and submit an invoice for costs incurred to the date of termination.

### **9. Duty of Care**

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.

DFID will share available information with the Supplier on security status and developments in-country if requested and where appropriate. DFID will provide the following:

- i. 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.
- ii. 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.

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.

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.).

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 attached document). They must confirm in their Tender that:

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

An updated assessment matrix will be provided if other countries will be visited.

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

Acceptance of responsibility must be supported with evidence of capability and DFID reserves the right to clarify any aspect of this evidence. In providing confirmation Tenderers should consider the following questions:

- i. 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)?
- iii. 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?
- iv. 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?
- v. 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)?
- vi. 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?
- vii. Have you appropriate systems in place to manage an emergency / incident if one arises?

Reference documents (\*Available on request):

1. Duty of Care assessment
2. Terms of the reference for the EC\*
3. Joint Evaluation Plan and Background Note\*
4. MEL approach paper May 2014\*
5. Past minutes of the EC\*
6. TMEA's Theory of Change\*
7. TMEA's Corporate Strategy\*

# UNCLASSIFIED Risk Assessment: TradeMark East Africa Annual Review

Location:

Kenya

Date:

7 July 2015

Theme	DFID Risk Score Kenya	
	Kenya (excluding areas listed separately)	Mombasa island and within 5km of the coast <sup>1</sup>
<b>OVERALL RATING<sup>2</sup></b>	<b>4</b>	<b>4</b>
<b>FCO travel advice</b>	<b>4</b>	<b>4</b>
<b>Host nation travel advice</b>	-	-
<b>Transportation</b>	<b>4</b>	<b>4</b>
<b>Security</b>	<b>4</b>	<b>5</b>
<b>Civil Unrest</b>	3	<b>4</b>
<b>Violence/crime</b>	<b>4</b>	<b>4</b>
<b>Terrorism</b>	<b>4</b>	<b>5</b>
<b>War</b>	1	1
<b>Hurricane</b>	1	1
<b>Earthquake</b>	1	1
<b>Flood</b>	2	1
<b>Medical Services</b>	3	3

	<b>2</b> Low risk	<b>3</b> Med risk	<b>4</b> High risk	<b>5</b> Very High risk
<b>Low</b>		<b>Medium</b>	<b>High Risk</b>	

## Map



<sup>1</sup> from Mtwapa creek in the north down to and including Tiwi in the south (this area does not include Diani or Moi international airport)

<sup>2</sup> The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.