

Annex A

Terms of Reference M&E Support Unit to the International Security and Stabilisation Support Strategy (ISSSS)

1. Introduction

In 2008/09, the International Security and Stabilisation Support Strategy (ISSSS) was developed by the international community, with the then MONUC in the lead, in an effort to support the government of DRC's Stabilisation and Reconstruction Programme for War-Affected Areas (STAREC) that followed the Goma accord and the 23 March Agreements. After four years of programme implementation under the banner of the ISSSS with USD 367 million invested in some 69 projects, stabilization priority areas are still characterized by high levels of insecurity, the presence of foreign and Congolese armed groups and the displacement of communities.

In 2012, an in-depth review of the ISSSS was undertaken to respond to a number of shortcomings and limitations identified throughout its implementation, which has led to its recent revision, these included:

- The existence of various interpretations of the meaning and content of the 'stabilization' concept;
- The absence of a clear definition of the goal and objectives of the stabilization programme;
- Difficulties to assess the impact of interventions due to a lack of baseline studies and the rather basic character of the monitoring and evaluation (M&E) framework – focusing mainly on quantitative indicators and on measuring outputs rather than outcomes and impact;
- Questions around the medium to long term sustainability of investments by the international community and the need to better engage with government authorities at the provincial and central level;
- The limited connection between efforts at the field level, and the formulation and implementation of national reform processes and policies and the need for a strategic dialogue with Government on stabilization issues to emphasize these links.

The review found that the monitoring and evaluation framework for ISSSS was rather basic, focused mainly on quantitative indicators and placed greater emphasis on measuring the concrete outputs of individual projects rather than outcomes and impact of the strategy as a whole. In addition, discussions with partners to feed their programmes into this framework were limited, so programmes reported on different indicators. There was an attempt to address this situation in 2011, however as qualitative indicators were mostly missing, only a partial picture could be provided. In addition, there were few baseline studies conducted. As a result, it was difficult to measure what exactly had changed for better or worse, and whether this was related to the programmes or to other factors and critically, therefore, how the strategy might need to be amended.

The recent review of ISSS has led to the development of a revised M&E framework, better adapted to the new strategy. The linking of project outputs to stabilisation through a revised M&E system is now defined as one of four operating principles for planning purposes and implementation under the ISSSS.

In order to ensure that monitoring and evaluation is fully integrated into the operationalization and implementation of ISSSS, DFID and MONUSCO are looking to contract a service provider to design and manage a robust monitoring evaluation system, including undertaking certain activities directly, that can track progress on meeting the objectives of the ISSSS, as well as influence and improve wider decision making in the international community and to support an improved evidence-based dialogue at the national level. DFID DRC has agreed to fund this service as part of its Peace and Stability Programme that was approved in January 2014.

2. Objective

2.1 To ensure that investments in stabilisation efforts in eastern DRC – coordinated by and aligned with the 2nd phase of the ISSSS – are supported by a robust monitoring and evaluation (M&E) capacity, which tracks progress on meeting the objectives of the ISSSS strategy, influences and improves wider decision making in the international development and diplomatic communities, and supports an improved evidence-based dialogue with the Government of the DRC (GoDRC) and other national partners.

3. Recipient

3.1 DFID is the contracting authority for the Services described in these terms of reference and will manage this contract.

3.2 The direct recipient of the Services will be the MONUSCO Stabilisation Support Unit (SSU). It is also the intention that the wider international development community in DRC will benefit from this programme, therefore it is expected that the products and services will be made available to donors and implementing partners operating in eastern DRC. Governance arrangements for the implementation phase will be confirmed following the inception phase.

4. Scope

4.1 The Supplier will provide a monitoring and evaluation service for stabilisation investments in eastern DRC in support of the 2nd phase of the ISSSS. The implementation of the ISSSS is coordinated by the SSU, based in Goma.

4.2 The scope of work of the Supplier covers the following areas:

Inception Phase (6 months)

4.3 Establish an overall M&E strategy which includes approaches to data collection and quality assurance for the implementation phase. This strategy will set out the data required to monitor the outcomes and indicators in the ISSSS logframe; how the Supplier will collect/ collate these data (including sampling strategies); how

the Supplier will quality assure these data; and, define what data the Supplier shall gather itself. As part of the development of this strategy the Supplier will:

- i. Work closely in collaboration with SSU to develop the M&E approach by which data on programme outputs and activities from projects that are funded through or aligned with the ISSSS can be aggregated and monitored by the Supplier during the implementation phase.
- ii. Review the data sources, collection methodologies and tools that are articulated in the ISSSS logframe and the Channel Research report commissioned by DFID. Identify any existing gaps and propose how they may be addressed as part of the broader strategy.
- iii. Review a sample of project tools from previous and current ISSSS implementing partners and recommend improvements to ensure data collection is aligned with what is required for the ISSSS logframe indicators, including disaggregation of data to monitor the effects of ISSSS programmes on marginalized groups, including women, IDPs, returnees, children, different ethnic groups, etc.
- iv. Propose a methodology to define baselines, including detailed description of data sources, methods of information gathering (including tools), sampling strategies and data analysis techniques. Establish baselines for indicators in the ISSSS logframe where possible e.g. through drawing upon existing secondary data sources, including but not limited to those referenced below.
- v. Identify and recommend options for primary data sources to be developed and used for additional baseline and subsequent monitoring data.
- vi. Identify and recommend options for secondary data sources to be accessed and used for additional baseline and subsequent monitoring data.
- vii. Engage and consult with donors, INGOs and UN organisations already operating or likely to operate under the ISSSS to assess their potential engagement (strong, neutral, negative) with the M&E strategy. Draft recommendations and approach for establishing and enhancing positive engagement with the proposals and agree with the proposed processes and approaches.

4.4 Conduct an evaluability assessment¹ and propose option(s) for how to approach evaluation. Identify what evaluation approaches and methods could be deployed to evaluate the ISSSS, given the challenges in establishing attribution. Additionally, the evaluability assessment should review specific projects that are under development for the ISSSS with a focus on the relevance and strength of their Theories of Change. Where needed, changes should be proposed in order for projects to better address stabilisation goals. The proposed evaluation approach will be reviewed and agreed by SSU and DFID by the end of the inception phase.

¹ See, for example, Davies R (2013) Planning Evaluability Assessments: A Synthesis of the Literature with Recommendations. DFID Working Paper 40.

4.5 Propose a work plan for the Implementation Phase, which will include the data collection and quality assurance strategy, and the evaluation strategy as mentioned above.

4.6 Propose governance arrangements for the implementation phase in terms of primary user(s), data ownership, reporting chains and communication of results and reports.

4.7 Develop a preliminary outline of the approach to communication and dissemination of the findings, with options for formats and house style, and stating general principles and processes for coordination of the reporting with the SSU/I4S communications plans.

4.8 Upon the delivery of Output 1 there will be a Break point to review the Interim Inception Report. Progress to Output 2 will be subject to DFID's analysis of the continuing need for the programme

4.9 At the end of the Inception phase there will be a Break Point to review Inception Outputs (1 and 2). Progress to the Implementation Phase will be subject to the satisfactory performance of the SP, acceptance of Inception outputs and the continuing needs of the Programme. DFID will look to accept Inception Outputs two weeks from submission of reports.

Implementation Phase (3 years)

4.10 The scope of work outlined here is indicative and will be confirmed through the inception phase work plan to be developed by the Supplier.

4.11 During the implementation phase the Supplier will collect, collate and review relevant data to monitor impacts, outcomes, outputs and activities/processes, populating the ISSSS logframe and providing summary analysis through accompanying narrative reports. Present results in a way that facilitates the SSU's role in using the information as a basis to inform decision-making processes e.g. planning and funding cycles, future programme design and partner liaison meetings. The information provided will be in support of a continual process of improvement in stabilisation efforts, providing recommendations for donors and implementing partners to reorient resources and efforts where needed.

4.12 The Supplier will source and collate data from a wide range of sources, building on data sources used by the SSU for the ISSSS needs assessments. In coordination with SSU, the Supplier may draw on secondary data sources such as:

- i. Implementing Agents (IA) reports. Where necessary, these may be transferred to the Supplier via the SSU or other bilateral donors. In other cases, donors/IAs may agree to share reports directly with the Supplier as well as SSU. IAs approached would include those funded through a multi-donor trust fund established in support of the ISSSS, but also those funded bilaterally by donors who agree to align projects with ISSSS. ('Alignment' will be defined by Standard Operating Procedures currently under development by SSU, but will likely stipulate, for example, that

some indicators in project logframes are the same as or clearly contribute to outcomes in the ISSSS logframe).

- ii. Stabilisation coordination meeting minutes – of PSCF, STAREC and ISSSS.
- iii. Population movement and IDP data from OCHA, UNHCR and IOM.
- iv. Information on armed group activity and profile from JMAC and other DRC researchers and analysts.
- v. Relevant DRC legal texts and policies developed/issued.
- vi. Military Tribunal prosecution verdict information - provided via MONUSCORoL/Justice & other actors supporting military justice efforts.
- vii. Other available research and monitoring reports on the progress of the stabilisation effort (eg. Harvard Humanitarian Initiative perception study)

4.13 To supplement the secondary data analysed in (1), and to provide further understanding of progress at impact and higher-level outcome levels, area-based progress studies in priority ISSSS geographic areas will be directly carried out by the Supplier on an annual basis. These annual studies will require some primary data to be collected by the Supplier at the field level. In consultation with SSU, the Supplier will be responsible for developing or adapting and utilising tools to undertake these annual studies, either as stand-alone monitoring exercises, or as part of a broader programme evaluation, such as:

- i. Perception Surveys (drawing on/ complementing work done by the Harvard Humanitarian Initiative);
- ii. Violence Gravity Assessments;
- iii. Inclusivity Assessments for Democratic Dialogue structures (scoring system);
- iv. Focus Group Discussions with local authorities, service providers and disaggregated beneficiary groups;
- v. Collection of relevant primary source data at local authority offices, PNC stations etc;
- vi. Prosecution Summative Assessments

The supplier will develop analytical tools to enable quantitative and qualitative data collected to be compared across areas that have been assessed.

4.14 The Supplier will design Terms of Reference for supplementary research studies that may be required in a particular area(s) or thematic sectors, in response to any information gaps identified in close coordination with the SSU. Additional funding may be provided for these studies, which may be subcontracted by the Supplier.

4.15 The Supplier will develop a communications and dissemination strategy in coordination with the SSU and DFID ensure that reporting for all studies follows a consistent format that is accessible to key stakeholders, using a range of media to present the findings.

Cross-cutting/general

4.16 The Supplier will maintain regular dialogue/coordination/interface with key stakeholders, in close coordination with SSU at all times. Key stakeholders will

include UN and NGO actors involved in stabilisation programming; donors; relevant DRC Government focal points.

4.17 The Supplier will provide M&E expertise on a call-down basis in key technical areas relevant to stabilisation efforts including but not limited to: conflict, governance, social and community development, gender, peace-building, livelihoods, early recovery, security sector reform, DDR, land, and extractives. The Supplier will also maintain a strong understanding of the eastern DRC's political, economic and security context in order to inform operational implementation of the M&E strategy.

4.18 The Supplier will provide capacity building and technical support to ISSSS implementing partners and to SSU as needed. This may include, but should not be limited to, engaging with and making recommendations on M&E plans, tools, approaches to analysis and the interpretation and validation of findings with implementing partners.

4.19 The Supplier shall establish an appropriate management structure and office/sub-office location in eastern DRC. The Supplier shall be responsible for establishing and maintaining these facilities.

4.20 The Supplier shall employ sufficient technical, financial, and other support staff to satisfy these terms of reference. Services may only be sub-contracted as set out in the Supplier's accepted proposal, inception plan or as otherwise agreed by DFID.

4.21 Where elements of the Services are to be sub-contracted, the Supplier shall sub-contract local small and medium enterprises (SMEs), non-governmental 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 incentives cost-effective and quality delivery. These arrangements will be in place within the first three months of the contract.

4.22 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.

4.23 The Supplier will be responsible for ensuring and documenting that all studies are designed and implemented in accordance with DFID Ethics Principles for Research and Evaluation. The Supplier and any sub-contractors will be expected to conduct reviews by appropriate institutions and obtain permissions, approvals from the appropriate institutions. They will be expected to document how they will ensure any study is ethically sound and with which relevant ethical protocols it will comply.

4.24 The Supplier will be responsible for ensuring and documenting that the evaluation studies are quality assured according to DFID Evaluation Quality Assurance standards.

4.25 The Supplier will be responsible for data protection and management. A clear plan for how both secondary and primary data will be used, stored and protected must be supplied by the Supplier.

Inception Phase Outputs

4.26 An inception phase 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.

4.27 An M&E strategy that includes approaches on data collection and quality assurance, developed in consultation with SSU and other actors working, or likely to work, under ISSSS and to be approved by DFID, within the first three months.

4.28 An evaluability study, developed in consultation with SSU and to be approved by DFID; including a report outlining proposed evaluation approaches, a thorough assessment of each approach and explanation of why they were selected against criteria – to be presented and discussed with key stakeholders and approved by DFID within the first three months.

4.29 Report templates and project level M&E tools for use by ISSSS direct implementing partners, and that will also be made available to bilaterally aligned partners, to be approved by SSU and DFID, within the first three months.

4.30 A proposed approach to governance arrangements between DFID, the Supplier, SSU, and any other relevant stakeholders for the implementation phase, including communications. This should specify how stakeholders are identified and their level of input, and processes for decision-making, comment, approvals, how potential conflicts of interest will be handled, and resolution of disagreements and/or disputes

4.31 A risk management strategy, including security, fiduciary and operational risks, to be approved by DFID, within the first three months. Risks should include, but not be limited to: Risks to data quality (bribery, fraud, incentives for false reporting), risks of data collection personnel, risks to respondents.

4.32 A baseline study design report, including proposed design, questions and baselines where available from secondary data sources, within the first three months.

4.33 **A strategy for communications and dissemination.**

4.34 **An inception report, bringing together inception phase activities and progress and which** sets out the agreed outcomes and output-based work plan for the implementation phase, and includes the full revised budget for the remainder of the contract period, at the end of the first three months.

Implementation Phase Outputs (indicative)

4.35 Updated set of macro tools including for example Violence Gravity Assessment, Focus Group Discussions, Questionnaires

4.36 Assessment of project and reporting tools for data collection used by implementing partners to ensure adequacy with the ISSSS logframe and make recommendations.

4.37 Evaluability assessment looking into the nature of projects including ToC their relevance and suggest changes to better address stabilisation goals.

4.38 Updated/populated ISSSS logframe in line with evaluability assessment (frequency to be determined at inception phase).

4.39 Narrative reports to analyse the data presented in the logframe in the broader context of eastern DRC – this will include both summary reports on eastern DRC, as well as reports that are specific to each priority geographic area selected by the ISSSS.

4.40 Updated risk matrix, building on the draft matrix provided in the Channel Research report.

4.41 Detailed Terms of Reference for research studies the requirement for which should be determined through the evaluability assessment, but may also arise on an ad hoc basis.

5. Constraints and Dependencies

5.1 **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 two years if so required, for instance, due to a decision to extend timescale of the peace and stability programme.

5.2 The Service Provider must have sufficient French language skills to ensure delivery can be effectively managed and be of sufficient quality.

5.3 DFID shall be entitled to terminate the contract for the Services on the expiry of 90 days following the beginning of the contract, 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, or that the services are not being delivered to satisfaction, or the scale and scope of M&E services that this TOR is procuring are not considered needed..

5.4 DFID shall equally be entitled to terminate the contract if there is insufficient buy-in and engagement from partners working under or aligned with the ISSSS on the M&E approach as a consequence of inadequate consultation and communication, or as a result of excessive delays or a serious lack of quality in the implementation of the ISSSS.

5.5 **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.

5.6 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.

5.7 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 FCO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

5.8 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.

5.9 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.

5.10 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 Annex F of this ToR). 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.

5.11 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?

5.12 Further information on Duty of Care is provided in the Supplier Instructions (Volume 1 of the Mini-Competition Invitation to Tender Pack).

5.13 **Dependencies:** the Supplier will work closely with monitoring and evaluation staff in MONUSCO's Stabilisation Support Unit, and other MONUSCO staff monitoring stabilisation work.

5.14 The Supplier will work closely with other partners, donors and initiatives monitoring and evaluating the progress of stabilisation in the eastern DRC in order to share information and analysis and avoid the duplication of effort. Equally, to ensure that such partners are bought into the proposed M&E approach and are willing to work with SSU and The Supplier towards the achievement of the objectives in these Terms of Reference.

5.15 **Implementation Requirements:** 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.

6. Reporting

6.1 The Supplier will report directly to the MONUSCO Stabilisation Support Unit (SSU) during the inception phase. Governance arrangements and lines of accountability for the implementation phase will be confirmed following the inception phase.

6.2 DFID DRC shall undertake reviews of supplier performance from time to time, in particular annual reviews in October/November of each year.

6.3 The performance of the service provider will be managed through a schedule of key performance indicators (KPIs). The KPIs will be agreed between DFID, the Supplier and the MONUSCO Stabilisation Support Unit during the inception period

and the schedule will form part of the inception report. Indicative KPIs can be found in Annex E and it is expected that these will be amended/added to during the inception period.

7. DFID Co-ordination

7.1 The supplier shall report to the Eastern DRC Coordinator (based in Goma) and the Programme Manager (based in Kinshasa) in the delivery of these Terms of Reference, and liaise closely with the Results and Evaluation Adviser to ensure consistency with DFID evaluation policy.

Annex F: Summary risk assessment matrix

Summary Risk Assessment Matrix

Project/intervention title: Monitoring and Evaluation Support Unit for the I4S

Location: Goma, Democratic Republic of Congo

Date of assessment: 29 May 2014

Assessing official:

Theme	DFID Risk Score	DFID Risk Score
	North and South Kivu and Ituri	Other parts of the DRC
OVERALL RATING	3.5	2.2
FCO travel advice	4	2
Host nation travel advice	Not available	Not available
Transportation	4	4
Security	3	2
Civil Unrest	3	2
Violence/crime	4	3
Terrorism	2	2
War	4	3
Hurricane	1	1
Earthquake	1	1
Flood	2	2
Medical Services	4	4
Nature of Project/Intervention	3	1

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

¹ The Overall Risk rating is calculated based on discussions with the security committee at post