



Section 4 Appendix A

CALLDOWN CONTRACT

Framework Agreement with: HERA

Framework Agreement for: Independent Monitoring and Process Evaluation
Regional Framework Agreement (IMPERFA)

Framework Agreement Purchase Order Number: 7930

Call-down Contract For: Delivering Sustainable and Equitable Increases in Family
Planning in Kenya (DESIP)

Contract Purchase Order Number: PO 10035 PROJ 10090

I refer to the following:

1. The above mentioned Framework Agreement dated 29th November 2019
2. Your proposal of 27th February 2020

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 15th April 2020 ("the Start Date") and the Services shall be completed by 31st January 2024 ("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 DFID Kenya, DESIP Implementing Partners and The Government of Kenya (the "Recipients").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed Nine Hundred and Ninety Nine Thousand, Nine Hundred and Seventy Three Pounds, and Twenty One Pence (£999,973.21) ("the Financial Limit") and is exclusive of any government tax ("the Financial Limit").

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 21.3 shall be substituted for Clause 21.3 of the Framework Agreement.



21.3 PAYMENTS & INVOICING INSTRUCTIONS

- 21.3 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 22.3 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:

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- 4.2 The Contract Officer is:

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5. Sub Contractors

- 5.1 The Sub Contractors authorised to work on this programme are:

- ÜÖÖÖVÖÖ

6. Key Personnel

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



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7. Milestone Dates: Terms of Reference Annex A

- 7.1 On agreement by both Parties, the deliverable timetable as detailed in Table 1 of Clause 9.2 may be subject to change. All agreed changes will require to be authorised by DFID in writing, thereafter, recorded by way of contract amendment.

8. Reports

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

9. 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.



10. Call-down Contract Signature

- 10.1 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.

No payment will be made to the Supplier under this Call-down Contract until a copy of the Call-down Contract, signed on behalf of the Supplier, returned to the DFID Contract Officer.

Signed by an authorised signatory
for and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date:

Signed by an authorised signatory
for and on behalf of the Supplier

Name:

Position:

Signature:

Date:

Call-down Contract

TERMS OF REFERENCE

PROJ 10090

THIRD PARTY MONITORING & EVALUATION

FOR

DELIVERING SUSTAINABLE AND EQUITABLE INCREASES IN FAMILY PLANNING IN KENYA (DESIP)

1. Contract duration

The timeframe of this contract is from 15th April 2020 to 31st January 2024.

2. Background and context

- a. Kenya is relatively a fast-growing economy in East Africa, but inequality is also growing. An estimated 36.1% of the population live below the poverty lineⁱ and poverty is particularly concentrated in the north and north-eastern counties. The population is currently projected to increase from around 47.5 million in 2019 to around 95.5 million by 2050ⁱⁱ. This will place increasing pressure on health and education services, infrastructure, water resources, food security and job creation as well as potentially increasing the risk of political instability and conflict with respect to competition for resources.
- b. Kenya has made progress in health, increasing access to services through expansion of infrastructure, the introduction of free maternal health care and removal of user fees for primary health care. This is reflected in improvements in some indicators, for example, under-five mortality fell from 74 to 52 deaths per 1,000 live births between 2008 and 2014 and infant mortality from 52 to 39 deaths per 1,000 live births in the same period.ⁱⁱⁱ Maternal and newborn mortality rates, however, remain high at 362/100,000 and 22/1,000 live births respectively.^{iv} Key factors include weaknesses in family planning, poor access to quality delivery and emergency obstetric and neonatal care and low use of available services. Although 62% of women now give birth assisted by a skilled provider.^v
- c. Kenya has also made progress in family planning. Round 5 of Performance Monitoring and Accountability 2020 (PMA2020)^{vi} reports that 61% of married women of reproductive age are using modern contraception, exceeding the country's Family Planning 2020^{vii} target of 58%. Based on this, it is estimated that 5,543,000 women are using modern contraception, preventing 1,524,000 unintended pregnancies, 444,000 unsafe abortions and 5,800 maternal deaths in 2016. But there are significant geographic, wealth and age inequities in access to and uptake of family planning. The Government of Kenya's Reproductive, Maternal, Newborn, Child and Adolescent Health Investment Framework (RMNCAH) 2016 notes that there is very limited access to family planning services for adolescents and in counties with the highest maternal and new-born mortality. It also highlights weaknesses in financing, capacity and systems required to expand delivery of services and sustain improvements in family planning indicators in the long term.

- d. The UK Government, as a signatory to the global Family Planning 2020 agreement, is committed to doubling its spending by providing services to an additional 24 million girls and women worldwide by 2020. The UK further committed to spending £225m every year on family planning until 2022 at the 2017 Family Planning Summit in London. As the UK's principle lead in working to end extreme poverty, the Department for International Development (DFID) is significantly scaling-up its support by funding the Delivering Sustainable and Equitable Increases in Family Planning in Kenya (DESIP) programme. This programme will deliver Sexual and Reproductive Health (SRH) services in at least 19 counties ^{viii} in Kenya.

3. DESIP Background

The UK is providing £36 million over 5 years (June 2019- January 2024) to strengthen family planning in Kenya. Building on the success of DFID's previous programme - £36 million (2012-2018) - Delivering Increased Family Planning Across Rural Kenya (DIFPARK), the next phase will place greater emphasis on reducing inequities and promoting sustainability. From 2011, the UK has invested approximately £64 million in reproductive health including family planning in Kenya delivered through two programmes; the Kenya Health Programme which ended in 2017 and the DIFPARK programme. This funding has contributed to significant gains in access to services and has enabled 200,000 additional women and girls to use modern methods of family planning.

The programme will strengthen family planning in Kenya, building on the achievements and lessons from DFID Kenya's DIFPARK Programme. A strategic decision has been taken to focus on equity and sustainability and the overarching goal is to support the Government of Kenya to establish the foundations for equitable and sustainable provision of family planning services (or to lead efforts to meet family planning needs in Kenya and honour its commitments). The programme complements support provided by other donors namely USAID, UNFPA and the Bill and Melinda Gates Foundation (BMGF). USAID investment in family planning until 2021 will focus on support for social franchise marketing, health communication messaging to address concerns about side effects, service delivery in selected counties, strengthening the supply chain and commodity forecasting, and commodity procurement, although this will decrease over time. UNFPA support is focused on commodity procurement and national level policy support, whereas BMGF provides funding for innovative service delivery approaches and policy and planning technical support on family planning commodities financing. The DESIP programme will be delivered in line with the Paris Declaration on Aid Effectiveness by promoting ownership and ensuring alignment with the Government of Kenya and working in harmonisation with these other donors.

Links to other programmes

DESIP will complement DFID Kenya's support for maternal and newborn health, social development and nutrition, and centrally-managed UK interventions to strengthen global family planning supplies, empower adolescent girls and increase private sector engagement in health (see Annex 5). There will be synergies with the DFID Kenya Maternal and Newborn Health Programme, which will provide technical support to national and county governments for increased and sustainable health financing and strengthening other health systems building blocks including county planning and budgeting. The programme will also support DFID Kenya's cross-cutting priorities of north and north-east Kenya, youth, inclusion and digital technology. As the evaluations for these programmes are well underway and there is no scope for joint evaluation.

There is a new cross office Learning and Assurance partner for DFID Kenya currently in the pipeline. The M&E Supplier to be contracted through this contract will be expected to engage with the cross-office learning programme for example to share learning/evidence and potentially work together on joint learning outputs.

To promote sustainability, the programme will strengthen public sector capacity at national and county level to finance, plan, manage and deliver family planning services, including the capacity of health workers to provide comprehensive and youth-friendly services, with a focus on counties with the weakest capacity. Priority will be given to leveraging increased allocation of domestic financing for family planning at both national and county levels within the context of the new Presidential priority of universal health care for Kenyans. The programme will be delivered with the condition that DFID's share of support for procurement of family planning commodities will reduce over time as Government resources increases; this will enable a sustainable exit for DFID from financing the procurement at the end of programme.

To address inequities and ensure a rights-based approach to service provision, the programme will expand access for the poorest women, adolescents, and girls in counties with the lowest coverage and use of family planning services. The programme will focus support and interventions in the 19 counties where less than 45% of women use any modern contraceptive method, in the north and north-east of Kenya, and on counties and urban settings with high rates of unintended adolescent pregnancy. This will be achieved by strengthening public sector service delivery and the existing network of private providers, targeted outreach services delivered through public-private partnerships and innovative approaches to service delivery. The programme will also tackle demand-side barriers through community awareness-raising and targeted communication interventions. It is unlikely that all these barriers will be resolved in 5 years and so it is probable that further support will be needed at the end of this programme.

Impact and outcome

The expected impact of DESIP is a reduction in maternal, newborn and child mortality. The outcome will be: Greater and more equitable access to and uptake of family planning services in Kenya. Expected results at the end of 5 years are:

- Strengthened national stewardship and coordination of family planning.
- Increased public sector resource allocation for family planning and procurement of family planning commodities (resulting in the donor share of costs decreasing).
- Contraceptive prevalence rate in arid and semi-arid lands will increase by 8%.
- At least 322,000 additional users of family planning attributable to programme support.
- Use of modern family planning by adolescents aged 15-19 who are married or in a union increased from 43% to 53%.
- Strengthened county capacity to plan, coordinate, budget and manage family planning services and the commodity supply chain in target counties.
- Strengthened evidence base on innovative and effective approaches to family planning service delivery for hard to reach women and girls.
- Increased sustainability of private sector providers of family planning services.

There are five components to the programme which are all covered by the scope of this contract:

- Component 1 – Provide technical support to the national Ministry of Health and County Health Management Teams on family planning financing, leadership and coordination.
- Component 2 – Offer comprehensive family planning services with sexual and reproductive health services across Kenya by targeting the counties with lowest rates and high adolescent pregnancy rate, through innovative public and private sector service delivery approaches.
- Component 3 – Piloting the use of development impact bonds to tackle teenage pregnancy. This will be delivered through a partnership framework with Children's Investment Fund Foundation (CIFF).
- Component 4 – Procurement of family planning commodities for the public sector to fill gaps as a last resort. This will be delivered through an MoU with UNFPA.
- Component 5 - Independent evaluation- which is covered by this Terms of Reference.

ponents 1 and 2 of this programme started in June 2019 and is being delivered by Population Services Kenya (PS Kenya). PS Kenya is responsible for monitoring the results of their interventions, and the M&E plan for these components is included in Annex 1. The Supplier will be responsible for carrying out third-party monitoring and a process evaluation for components 1 and 2. The Supplier will therefore be expected to work closely with implementing partners to ensure there is no duplication of data collection activities.

Component three of the programme will be delivered through a partnership framework with CIFF. CIFF will provide their own monitoring of the programme and the Supplier will be responsible for process evaluation and third-party monitoring of this component.

Component four will be delivered by UNFPA, who will also be responsible for their own monitoring. The Supplier will be expected to provide process evaluation and third-party monitoring of this component.

4. Objectives of the assignment

This Terms of Reference (ToR) document sets out DFID's requirements for a third-party independent monitoring, verification and process evaluation partner (hereinafter referred to as the 'Supplier' (see Annex 6 for definitions). The purpose of this contract is to provide DFID Kenya with timely, relevant feedback on the delivery and quality of implementing partner delivery of outputs under DESIP, which can be used by DFID to hold partners to account, trigger payments, to adapt programme delivery and to learn lessons about what does or does not work. It serves both accountability and learning purposes.

The objectives of this contract are:

- a. Assurance - Provide third-party monitoring services to DFID Kenya's DESIP Programme. Verifying the delivery and quality of programme outputs.
- b. Evaluation - Implement process evaluation of the programme to assess the areas of the Theory of Change with weak evidence, and to measure progress towards outputs and outcomes (see Annex 2)
- c. Learning - To facilitate learning such as to synthesise findings from third-party monitoring and discuss progress and adaptation with DFID and IPs.

5. Recipient

DFID Kenya and DESIP implementing partners (IPs) will be the primary recipients. DFID and IPs will be using findings from the process evaluation to inform learning and adaption of programme. The third-party monitoring reports will also be used by DFID to trigger payments that are attached to outputs.

The secondary recipients will be the Government of Kenya, they have an interest in understanding the coverage of family planning services across the country to inform their strategies. The Ministry of Health and County Health Management Teams are also direct beneficiaries of component 1.

Finally, other development partners, project beneficiaries, and members of the public both in Kenya and in the UK, may be interested in the performance of DFID funded programmes for the purposes of learning and accountability.

6. Scope of work

This contracted piece of work is not expected to replace the monitoring we expect our partners to undertake, nor does it replace DFID's internal monitoring system through the annual review process but will instead complement and support it.

DFID Kenya requires the Supplier to provide the following three activities.

6.1 Conduct a third-party monitoring (TPM) of the DESIP programme activities and outputs.

The main objective of this workstream is to provide DFID with assurances about the delivery and quality of programme activities and outputs. The findings of the TPM will be used by DFID to trigger payments to the DESIP implementing partners. It will also be used to learn about what does or does not work informing programme adaptation.

A Payment by Results (PbR) model will be used for effective implementation of the entire DESIP programme. DESIP is intended to be flexible and adaptive programme, using data generated through the life of the programme to feed into decision-making and corrective action; data collected by the Supplier will be used to help DFID verify key service delivery performance indicators on the implementation of DESIP.

The Supplier will be expected to:

- Produce quality verification reports, covering one programme output per quarter to verify what has been delivered in that quarter by visiting at least a third of the counties covered by the programme per quarter (see the attached DESIP programme logframe). The reports should bring together and triangulate the data collected during verification visits (as outlined below) with other existing data sources.
- The verification reports should provide conclusions about whether or not outputs have been met as well as recommendations for how DFID should adapt DESIP to improve impact.
- Develop a sampling approach to ensure a representative sample of counties and logframe output indicators are selected for verification. Engaging with implementing partners to access their workplans. Updating the sample regularly in response to shifting workplans, and to ensure adequate coverage of the programme outputs.
- Conduct verification visits of sampled project sites, which will assess the delivery and quality of activities and outputs. Verification visits will be required to be conducted to project sites across the 19 counties of Kenya covered by DESIP every year.

- During the visits, the Supplier will collect primary data including beneficiary feedback both direct beneficiaries and implementing partners; key informant interviews; focus groups; short surveys; and observations about delivery of activities and the operating context in the field.
- Remote verification methods can also be considered where appropriate e.g. call centres, telephone interviews etc.
- Develop appropriate data collection tools for the different type of activities and outputs delivered by DESIP. Ensuring that cross cutting issues including safeguarding, social inclusion and conflict sensitivity are covered by verifications. Use digital tools to collect, process and disseminate data. Conduct data quality assessment of the data produced and reported to DFID by the implementing partners.
- Conduct data quality assessments of the data reported by implementing partners to DFID through assessment of the data collection system such as the District Health Information System(DHIS) and through triangulation with other sources such as with the reports by other donors with other data collection and other reports.
- Verify whether component one, two and three delivery IPs are producing robust disaggregated data by age, gender, poverty and other relevant characteristics.

6.2 Implement process evaluation of the programme to generate new evidence

The process evaluation will assess the areas of the Theory of Change with weak evidence, specifically the impact of demand creation work on the use of family planning and wider impact in improving access to health services. The Theory of Change of the programme included in Annex 2 should be considered by the Supplier as an initial outline of the process evaluation. The objective of the evaluation is to investigate both progress on results from outputs to outcomes plus the intended and unintended effects of the programme interventions as follows:

- (i) the effect of the policy and planning work on public sector health systems strengthening under component one.
- (ii) the overall progress towards outputs and outcomes.
- (iii) the effectiveness of development impact bonds (component 3) as a performance-based investment instrument as applied in this programme and to assess its contribution to the programme outcomes (specific details for the evaluation for this component are detailed in Annex 7). The key audience for the outputs from this activity will be DFID Kenya, the IPs and the Government of Kenya.

The evaluation will assess interventions against the OECD-DAC criteria of relevance, effectiveness, efficiency, sustainability, and where applicable impact. It will also test whether the links in the DESIP Theory of Change are holding true and inform decision on programme implementation. The Supplier will be expected to apply the potential evaluation questions including but not limited to :

- Is the programme ensuring they give informed consent to all clients, and if so – is it reaching young (under 20 years), poorest (earning less than US\$ 1.90/day), remote and hard to reach, counties in Arid and Semi Lands Counties with Contraceptive Prevalence Rate (CPR) below the national average, those with high unmet need above the national average, women and girls who have not been reached with family planning services – including those with disabilities?
- How far is the programme delivering sustainable outcomes as per the programme theory of change? To what extent are the sustainability measures set out in the sustainability plan for each component by partners being realised? (sustainability measures will be

shared with the Supplier during the mobilisation phase). Does this programme build sustainability through national ownership of interventions by the Ministry of Health at both the national and county level? Is there harmonisation of activities with other service delivery partners? How can it be strengthened?

- To what extent is the programme creating supportive social norms, addressing stigma, lowering barriers to safe, quality care and building demand for contraception in the diverse counties? Who is it reaching and how?
- Is there a working arrangement for coordination with work of other development partners such as those funded by the Gates Foundation and USAID at national and county levels?
- Were the service delivery approaches that were developed appropriate for each of the 19 counties the programme is covering?
- Are there transferrable lessons around programme implementation? If so, are these being shared across counties? How?
- How far does the programme demonstrate an understanding of the political economy context in which it is operating both at national and county level?
- What are the unintended consequences of the programme – both positive and negative?

6.3 Facilitating learning and sharing of Evidence

The main purpose of this activity is to bring together and share learning from the TPM and evaluation workstreams. The main user of the learning will be all implementing partners and the MoH at both national and county level to inform DESIP programme delivery and promote evidence uptake with other similar programmes (see Annex 5). This will involve but not be exclusive to the DESIP implementing partners, DFID, other donors involved in family planning programming as indicated in section 3 above, country partners and governments.

The Supplier is expected to compile lessons learned which synthesise and analyse the findings from TPM verification, the evaluation as well as secondary data such as national statistics and international best practice. This will provide DFID with analysis highlighting emerging themes, repeated behaviour and trends. The learning and evidence should be reported in annual reports, case studies, a final report and a lesson learning report.

The Supplier will be required to have a lesson learning and dissemination approach in its communication plan.

6.4 Cross cutting: Leave no one behind

The UK has made a commitment to leaving no one behind in achieving the global goals. The DESIP Programme has high ambition in ensuring it identifies, empowers and integrates hard to reach populations. As part of the independent monitoring of the programme, the Supplier will review the results disaggregation reported by implementing partners and document if the programme prioritises different groups including poor women, people with disabilities and adolescent girls in the 19 counties covered by DESIP. Specific considerations is being taken by the IPs to ensure the intervention is reaching women under 20 and the poorest income quintiles, and to promote inclusion of people with disabilities. DESIP service delivery partners are required to seek to engage men and boys at community, facility and programme level to tackle social norms and cultural practices as well as gender bias which inhibits uptake of family planning services by women as well as increase uptake of SRH services by men and boys.

7. Contract Payment Model

7.1 Payment for the delivery of this contract will be based on payment by results model. It is intended that the contract will use a hybrid payment by results approach and shall include an element of payments on actuals, milestones-based deliverables and performance related payments (KPIs) using the performance management framework. DFID will use a

performance management framework to monitor performance of the TPM Supplier and track whether the intended results are being achieved. This framework is intended to align incentives, increase likelihood of achieving the outcomes and ensure mutual accountability throughout the life of this contract. The framework will include programmatic Key Performance Indicators (KPIs) and technical KPIs. The programmatic KPIs will include quality of delivery, management, financial, personnel and innovation indicators. The technical KPIs will be linked to progress against achieving logframe results, assumptions and overall risks that are critical to achieving logframe results and the overall outcome.

7.2 In line with principles of flexible and adaptable programming the suite of KPIs may be reviewed between DFID and the Supplier as and when necessary throughout the life of the contract. DFID have included a scoring mechanism including weighting of the KPIs for the framework that will determine the amount to be paid based on the achievement of the agreed KPIs. See Annex 9.

The Supplier will provide a payment plan based on the achievement of the KPIs. The KPIs and payment plan is detailed in Annex 9. The Supplier will provide a payment plan based on the achievement of the KPIs.

8. Methodology

Suppliers will be required to employ a range of methods including (but not limited to):

- Third-party monitoring methods such as verification visits. We will require one verification report per quarter covering a sample of counties and a sample of logframe output indicators to collect beneficiary feedback and a diverse interaction of qualitative and quantitative methods to ensure proper triangulation of information and avoid data gaps during analysis and reporting.
- Primary data generated through key informant interviews, client exit interviews, focus group discussions, and other relevant tools which assess health services.
- Secondary data analysis from surveys such as District Health Survey (DHS) and Service Provision Assessments.
- Process monitoring data (e.g. for annual programme reviews) and data collected for monitoring and evaluation by the programme by implementing partners.
- Data quality assessments audits of routine health information from the District Health Information System (DHIS) and community health information system.
- Primary data generated through policy analysis, political economy analysis, key informant interviews and possibly focus group discussions, to be carried out by the evaluation team.
- Secondary data from national documents, programme documents, programme procedures, meeting minutes and programme deliverables.

The Supplier will outline the sampling strategy, methodology, frequency of visits and schedule for the same. OECD DAC evaluation criteria, or an alternative suitable framework should be used.

Data collection and analysis

Sources from which data will be available include:

- External population survey indicators (KDHS and PMA 2020)- these are studies conducted by the government of Kenya with support provided by the partners. They are generally of good quality.

- The health management information system -DHIS – this is the health information system used by the Ministry of Health in Kenya. Whereas this is an electronic system, the data included is often incomplete and not very reliable.
- Community Health Information System (CHIS)- this is the health information system used by the Ministry of Health in Kenya at the community level. Whereas this is an electronic system, the data included is often incomplete and not very reliable.
- Health facility / service assessment conducted by implementing partners.
- Patient / client exit surveys- this survey is done by implementing partners and the information is of good quality.

Relationship between the Supplier, DFID and implementing partners

It is recognised that the adaptive and PbR nature of the programme will require a close and interactive relationship between the Supplier, implementing partners and DFID to ensure that the monitoring and evaluation design lends itself to informing the direction of the programme. A mutually cooperative relationship with the implementing partners and the Supplier needs to be fostered to ensure that each party feels sufficiently involved in order to learn from and contribute to the evaluation and verification process, while also ensuring independence of the evaluation Supplier. Key performance indicators will be used to track if the Supplier has good relationship with the implementing partners and DFID.

As set out under 'scope', there is a clear division of responsibilities between the implementing partners and the Supplier with regards to data collection; the Supplier should ensure that this is clear in advance of the design phase.

A constructive relationship should be developed with DFID and each implementing partner to promote a shared understanding of the purpose and value of this contract, ensure planned TPM avoids duplication with existing arrangements for TPM or DFID staff oversight, and negotiate arrangements with implementing partners for accessing necessary programme data. DFID will assist the Supplier by clearly communicating its expectations for all DFID implementing partners to cooperate with TPM and supporting the Supplier to negotiate their participation where needed. It is expected the Supplier will not depend on DFID to sustain these relationships – DFID can facilitate at the initial stage, but the Supplier will require to sustain their own relations.

9. Deliverables and Timelines

9.1 Flexibility

Flexibly delivery is a key requirement of the Supplier. DFID reserves the right to scale back or discontinue the DESIP programme at any point, in line with Terms and Conditions that will be agreed with the Supplier. Conversely, DFID may also scale up the programme should it prove to be having a strong impact and has the potential to yield better results, dependent on budget and ongoing effectiveness of the programme. The TPM & Evaluation Supplier will need to respond to changes within the DESIP programme, shifting needs of DFID or the context. Changes may include but are not limited to: providing TPM of new programme outputs, providing more or different TPM/evaluation activities; amending milestone delivery dates or ceasing TPM/evaluation activities that are no longer proving valuable. DFID will provide regular advice to the Supplier to inform decision to reprioritise or adapt activities including changes to coverage and delivery context. Timelines for deliverables and workplan deliverable dates will be fully agreed by both parties in advance of Supplier commencing each stage of deliverable work. Changes to the workplan will be subject to the agreement of both parties and be recorded by way of contract amendment.

9.2 Timelines

The timeframe of this contract will be 15th April 2020 to 31st January 2024, with an option to extend the contract up to 12 months with an estimated budget increase of up to £250,000 based on availability of funds and the performance of the Supplier. The implementation will consist of 40 months implementation period and three months close-up period.

Table 1: Timelines for deliverables

Deliverable	Timing	Audience	Content of the report
Mobilisation report	Date to be agreed between both parties	DFID Kenya and IPs	A clear plan of the contract methodology and how it will be done.
Mobilisation workshop	Date to be agreed between both parties	DFID Kenya and IPs	Communicating with DFID and IPs and getting on the methodology and workplan
Quarterly narrative reports on results verification accompanied by a financial report, risk matrix and delivery chain mapping update.	Every quarter	DFID Kenya and the Government of Kenya	Quality reports that presents triangulated findings from the verification visits, including recommendations and clear assessment of the outputs deliverables as reported by the IPs.
TPM Annual reports to feed into DFID's Annual Reporting cycle of the DESIP programme	Annually	DFID Kenya and the Government of Kenya	This will include a section on results verification, synthesis of TPM findings, generating additional evidence and learning on what works and a data quality

			assessment report.
Process evaluation annual reports	Annually	DFID Kenya and the Government of Kenya	A summary of progress of the evaluation
Case studies for each output	A maximum of one per year	DFID Kenya, IPs, other donors, and the Government of Kenya	Topics to be decided by the DFID and Supplier during the mobilisation phase.
A final report consolidating learnings throughout the programme.	January 2024	DFID Kenya and IPs. We expect this to be published on DFID external website - https://devtracker.dfid.gov.uk	Comprehensive report summarising all finding from this contract including the evaluation and TPM.
Lesson learning and dissemination report	January 2024		A short version of the final report on learning

9.3 Mobilisation period

There will be a mobilisation period at the start of the contract. During the mobilisation period the Supplier will engage with the DFID team to discuss and agree requirements before finalisation of the mobilisation report.

The first deliverable is the mobilisation report which should be delivered at a date to be agreed by both parties and include:

- An updated risk matrix identifying the main risks and challenges for the monitoring and how these will be mitigated: to be reviewed on a quarterly basis.
- An evaluation use and influence plan. This should include stakeholder mapping, the planned format of evaluation outputs for each stakeholder, for what purpose each output is intended to be used and detail the timing of dissemination.
- A refined communication, evidence uptake and dissemination strategy building on the plans outlined in the tender, reflecting DFID's Open and Enhanced Access Policy, and specifying the target audiences. It will be critical to detail how the Supplier will be working with the implementers, ensure that the programme is adjusted, and how results will be sensitively handled.
- An updated workplan and logframe
- An evaluation methodology.
- A TPM Methodology including a sampling approach.
- An agreed format for the quarterly reports.
- A Learning Plan produced in consultation with key users. It should map out the learning priorities and learning questions.

- An analytical framework setting out how all the evidence/data produced by the Supplier will be brought together and triangulated.

9.4 Implementation period

During the implementation phase the Supplier will be expected to deliver the commitments in the logframe, and workplan as agreed during the mobilisation phase, and updated regularly throughout the implementation phase.

10. Finance

Suppliers will be required to submit a quarterly financial report to accompany the quarterly reports. These should provide a clear and detailed breakdown of activities against the workplan, fees and expenses at HQ and country level. Monthly forecasts will also be required.

11. Assets

If the Supplier procures assets, DFID will require them to maintain a contract asset register, and to seek a decision from DFID, through an asset disposal plan, on what to do at the end of the contract.

12. Roles and Responsibilities

As stated, the Supplier is required to attend key progress update meetings every three months with DFID and the implementing partners of Components 1, 2, 3 and 4 of DESIP. The contract will be results based and therefore the contractor is required to deliver table 1 within timings stipulated and to audience stipulated, unless otherwise agreed. Payment will be made to the Supplier upon satisfactory provision of the deliverables cited in this TOR.

The DFID Deputy Programme Manager will be the key point of contact with the Supplier, supported by the DFID Health Adviser who is the Senior Responsible Owner (SRO) on the programme. Technical inputs will be provided by the DFID Social Development and Evaluation Advisers.

The governance structure for the programme is set out in Annex 3. The Supplier will be expected to provide representation to a Programme Advisory Committee which will be established. This will be comprised of various stakeholders including: the DFID Kenya team, Components 1 to 5 implementing partners, and the Government of Kenya's Ministry of Health. The purpose of the committee is to ensure the programme implementation is carried out as planned, well-coordinated and all partners are updated on progress. The Supplier is required to help to coordinate and support on logistics (to be chaired by DFID); the group will meet twice per contract year.

13. Risks and Challenges¹

The risks that could affect the delivery of this evaluation include but are not limited to:

- security risks for consultants travelling to focussed counties, depending on the county (Please refer to the FCO travel advice on the latest updates.),
- timing constraints on the evaluation work since the programme has already started- not able to collect baseline data, and
- travel constraints of field work due to seasonal climate (rainy seasons and dry seasons).

¹

Country Risk Assessment matrix is included in Annex 4

The Supplier will be required to provide a risk register post-contract commencement as part of the mobilisation report which the Supplier is required to monitor and update on an ongoing basis during the life of the contract. The Supplier must also submit the risk register to DFID on a quarterly basis and may be required to attend meetings with DFID Kenya Team to review and discuss. Guidance will be shared with the Supplier on DFID's risk management but should cover External Context, Delivery, Safeguards, Operational, Fiduciary, and Reputational Risks. On fiduciary risk, no DFID funds are to be transferred through Government of Kenya systems.

The Supplier will be required to undertake due diligence on their downstream partners, including on their financial systems, governing policies, programme staffing and safeguarding (see also Section 21 of TOR on Safeguarding).

14. Skills and Qualifications

It is essential that the evaluation Supplier team possesses skills which demonstrate a breadth of technical ability, and excellent knowledge in the following expertise areas :

- Team leader has an excellent understanding of the Sexual and Reproductive health Agenda and a track record of leading delivery and management of similar assignments Strong expertise in various quantitative and qualitative third-party monitoring (including results verification) and evaluation methodologies.
- Strong understanding of sexual and reproductive health and rights.
- Strong engagement skills of the team leader with partners and government
- Expertise in undertaking monitoring, verification and evaluation of complex family planning programmes that led to programme changes.
- Expertise in data disaggregation and analysis for illustrative and learning purposes.
- Can articulate a plan for use of national consultants where appropriate and how local organisations can be built if necessary.
- Can adhere to and understand the principals of adaptive programming.
- Operational mobility in the Kenyan counties/regions of operation including marginalized communities.
- Expertise in evaluating innovative financing instruments such as development impact bonds.
- Understand the challenges of working in diverse and fragile setting on Sexual and Reproductive Health Rights (SRHR) or a sensitive thematic area including in a range of African contexts.
- Ability to call upon a range of experts as needed to address evidence gaps through the programme, with experts with anthropology/sociology skills
- Ability to incorporate flexibility into M&E designs.
- Ability to present complex issues in a clear and accessible way.
- Close understanding of political economy of Kenya and the challenges in delivering family planning services in the 19 counties covered by the programme.
- Ability to engage with a multi-disciplinary broad stakeholder group focusing on technical excellence but maintaining a spirit of collaboration and team work.
- Able to drive evidence dissemination and uptake by a range of stakeholders.

15. Logistics and procedures

The Supplier should be able to demonstrate their ability to deploy across all the 19 counties supported by DESIP.

The Supplier will be responsible for all logistical arrangements for themselves and members of their team. In addition, the Supplier will be responsible for budgets and logistical arrangements for the learning events and processes which bring together DFID, representatives from the implementing partners and any external experts as required to learn from experience in the programme. The Supplier will also help plan, coordinate and lead on logistics where needed for the programme advisory committee.

16. Duty of care

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.

Please see Annex 4 for full details of DFID's Duty of Care Policy.

17. Branding

Suppliers that receive funding from DFID must use the UKAID logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Suppliers should also acknowledge funding from the UK government in broader communications, but no publicity is to be given without the prior written consent of DFID. A branding discussion will be held with the Supplier and the implementing partners. Given the sensitive nature of the study and work, the Supplier should seek prior consent from DFID before using the logo or acknowledging funding. This will also be captured on the visibility statement and agreed prior to contract signature.

18. Digital spend

The UK government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society or non-governmental organisations. The Government Digital Service (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and DFID is required to report all spend and show that what we have approved meets with GDS Digital Service Standard. In DFID, this applies to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. Plans to spend programme funds on any form of digital service must be cleared with DFID in advance and must adhere to the following principles:

1. Design with the user
2. Understand the existing ecosystem
3. Design for scale
4. Build for sustainability
5. Be data driven
6. Use open standards, open data, open source & open innovation
7. Reuse & improve
8. Address privacy & security
9. Be collaborative

19. Transparency

DFID requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate subcontractors, sub-agencies and partners. It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and provide evidence of this to DFID. Further information is available from: <http://www.aidtransparency.net/>

20. Ethics, Do No Harm and Safeguarding

It is a requirement that all DFID Suppliers comply with DFID's Ethics Principles. Suppliers will be required to include consideration of ethical issues and a statement that they will comply with the ethics principles.

DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID Suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.

The programme is targeting a highly sensitive area of work. The Supplier is expected to have sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The Supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID;

A commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff must be demonstrated.

DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the Issue based programme. However, it is important to adhere to principles of "Do No Harm" to the environment. It is expected that the Supplier will get the necessary ethical approval from the Government of Kenya to conduct the evaluation.

21. General Data Protection Regulations (GDPR)

All data and metadata are owned by DFID, and the Supplier should also ensure that all data is rigorously stored, protected and documented in line with the General Data Protection Regulation (GDPR) published by the Information Commissioner's Office and accessible at www.gov.uk.

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Annex 8 , Appendix A and the standard clause 33 in section 2 of the Framework Agreement.