

Section 4 – Appendix A

CALLDOWN CONTRACT

Framework Agreement with: Coffey International Development Limited

Framework Agreement for: Global Evaluation Framework Agreement (GEFA) - Lot 2: Performance Evaluation

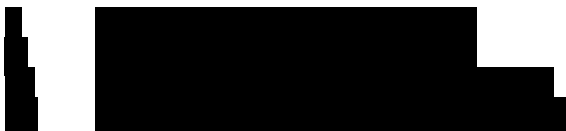
Framework Agreement Order Number: PO 7448

Call-down Contract For: Africa Regional Department Third Party Monitoring

Call-down Contract Order Number: PO 8506

I refer to the following:

1. The above mentioned Framework Agreement dated **12 September 2016**;
2. Your proposal of **May 2019** as amended and clarified by your subsequent e-mails dated:



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 **01 August 2019** ("the Start Date") and the Services shall be completed by **30 September 2022** ("the End Date"), with the option of extending for up to a maximum of 24 months, or unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to the **Department for International Development (DFID) Africa Regional Department and Joint Sahel Department** ("the Recipient"). ARD and JSD implementing partners are also key recipients of the services.

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not exceed **£4,499,966** ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

Included within this Financial Limit, the financial ceiling for expenses shall be [REDACTED]. Only expenditure actually incurred will be reimbursed, with receipts required before any Payment is made under the Call-down Contract.

When Payments shall be made on a 'Milestone Payment Basis', the following Clause 22.3 shall be substituted for Clause 22.3 of the Framework Agreement.

22. PAYMENTS & INVOICING INSTRUCTIONS

- 22.3 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:

[REDACTED]

- 4.2 The Contract Officer is:

[REDACTED]

5. Additional Documents to be included in the Contract

- 5.1 The following documents are included in and form part of this Call-down Contract:

[REDACTED]

[REDACTED]

6. Key Personnel

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

Role	Person
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

7. Reports

- 7.1 The Supplier shall submit project reports in accordance with the Terms of Reference at Annex A. The specific format, content and timing for these reports will be as agreed in the Approach Paper for the Inception Phase, and as agreed in the final Inception Report for the Implementation Phase.

8. Sub-Contractors

- 8.1 The Supplier has DFID's consent to appoint the following sub-contractors:

I. [REDACTED]

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 at Annex A.

10. Break Clause

- 10.1 There are formal break points at the end of each annual review reporting period.
- 10.2 The contract may be terminated at the time of each annual review, so that if the contract is scoring poorly at the annual reviews or not delivering the benefits as planned – including use of findings by ARD staff and partners – this will inform DFID's decision to continue or not at each break point.

11. Section 2 - Framework Agreement Terms and Conditions

- 11.1 Section 2 - Framework Agreement Terms and Conditions require certain parameters be set on an individual Call-down Contract basis. The following clauses will supersede their counterparts at Section 2, for the purposes of this Call down Contract only:

SCHEDULE 3: INSURANCE REQUIREMENTS

7. INSURANCE CLAIMS

- 7.2 Except where DFID is the claimant party, the Supplier shall give DFID notice within twenty (20) Working Days after any insurance claim in excess of £50,000 relating to or arising out of the provision of the Services or this Agreement and/or any Call Down contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by DFID) full details of the incident giving rise to the claim.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

3. LIMIT OF INDEMNITY

- 3.1 Not less than to be £4,499,966 in respect of any one occurrence, the number of occurrences being unlimited, but £4,499,966 any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4. TERRITORIAL LIMITS

- 4.1.1 N/A

8. MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not used

ANNEX 1: REQUIRED INSURANCES

PART B: PROFESSIONAL INDEMNITY INSURANCE

3. LIMIT OF INDEMNITY

- 3.1 Not less than £4,499,966 in respect of any one claim and in the aggregate per annum.

4. TERRITORIAL LIMITS

- 4.1. N/A

8. MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not used.





13. Call-down Contract Signature

- 13.1 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 5 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

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

Name:
Position:
Signature:
Date:

For and on behalf of
Coffey International Development Limited

Name:
Position:
Signature:
Date:

Calldown Contract Amendment Letter

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

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

File Ref: []

Date: []

Contract Amendment No: []

CONTRACT FOR: Africa Regional Department Third Party Monitoring

CONTRACT NUMBER: 8506

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

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

Name:

Position:

Signature:

Date:

April 2014

For and on behalf of
Coffey International Development Limited

Name:

Position:

Signature:

Date:

Terms of Reference

8506 Africa Regional Department Cross Portfolio Third Party Monitoring

1. INTRODUCTION

- 1.1 DFID requires a third party monitoring (TPM) supplier to support the verification of programme monitoring in the Africa region across its portfolio of humanitarian, conflict, water, energy, climate change, trade, organised crime, and agricultural development programmes.
- 1.2 DFID's Africa Regional Department (ARD) is the third largest spending department in DFID's Africa Divisions, with a resource budget of £160 million for 2019/20. The new DFID-FCO Joint Sahel Department (JSD) will have a budget of £45m in 2019/20.¹ Oversight of this portfolio has been identified as a key risk due to lack of DFID presence in many countries where ARD and JSD programmes are delivered, and a substantial portion of delivery taking place in insecure or inaccessible locations which limit scope for staff to monitor delivery through field visits. This makes it difficult for ARD and JSD to assure the quality of data reported by partners on the delivery of programme activities and results.
- 1.3 DFID wishes to contract a supplier for a period of up to 38 months, from 01 August 2019 to 30 September 2022, to provide third party monitoring services across ARD's portfolio of programmes with a maximum budget of £4,499,966. During the inception phase and the first year of implementation, the contract will provide TPM services for both ARD's and JSD's portfolios. The remaining two years of implementation will focus on ARD's portfolio only.

2. BACKGROUND

- 2.1 ARD operates programmes across a number of African countries, at the pan-African, regional or sub-regional levels, through a complex set of regional partners. See Annex B for the ARD and JSD portfolio footprint. ARD's country footprint includes some of the world's most fragile and poorest countries facing protracted humanitarian crises, across the Sahel and in the Central African Republic (CAR). This presents an inherently risky environment, where DFID frequently relies on remote management of partners and programmes. The delivery of an effective regional strategy requires tackling complex development problems through large numbers of disparate institutions and stakeholders, including where DFID has no presence on the ground.
- 2.2 The new DFID-FCO Joint Sahel Department was established in November 2018. Until then, DFID programming covering the Sahel region were part of Africa Regional Department's portfolio, and this project was originally designed to manage the risks of operating in the Sahel region as well as other key ARD contexts. Following the separation of the JSD from ARD, both Departments have agreed it is logical to provide initial TPM cover of JSD through this contract for the first year while the new Department establishes its own monitoring and management systems.

¹ Until November 2018, programmes covering the Sahel were part of the ARD portfolio.

3. PURPOSE

- 3.1 The purpose of this contract is to provide timely, relevant feedback on the quality of results systems, data and partner delivery that can be used by ARD and JSD staff and implementing partners to drive improvements to programme delivery and reporting, and to provide ARD with a higher level of assurance in what is delivered and achieved through the portfolio. It serves both learning and accountability.
- 3.2 These are jointly identified as the expected outcomes of DFID's investment in TPM through this contract:
 - 3.2.1 Learning: TPM feedback used by ARD staff and partners to drive improvements to programme delivery and reporting; and
 - 3.2.2 Accountability: ARD has a higher level of assurance in what is delivered and achieved through the ARD portfolio.

4. RECIPIENT

- 4.1 The primary recipient of these services is the Department for International Development (DFID) Africa Regional Department and Joint Sahel Department. ARD and JSD implementing partners are also key recipients of the services.

5. SCOPE OF WORK

5.1 Outputs

The outputs to be delivered by the supplier are as follows:

- a) Timely, relevant, independent feedback provided on partner delivery of activities;
- b) Independent, actionable feedback provided on the quality of results data systems and on the accuracy of priority output results numbers; and
- c) Portfolio-level TPM mechanism and evidence products that respond flexibly to meet ARD programme team needs.

5.2 ARD and JSD portfolios

- 5.2.1 ARD currently has approximately 17 programmes that are expected to be operational beyond Summer 2019 when this contract is expected to commence. Two of these programmes (WISH, TDDAP) already have separate TPM arrangements in place which are expected to largely meet their needs. Annex B provides summary details of the remaining 15 ARD programmes including their thematic and geographic coverage; further details can be found [online](#) by project number. As the nature of ARD's portfolio is adaptive and responsive, the nature or focus of programmes may change and new programmes may be added to reflect evolving needs over the next three years. All programmes that are or become part of the ARD portfolio over this period are within the scope of this TPM contract.
- 5.2.2 The JSD portfolio currently includes two programmes, providing humanitarian assistance in Sahel emergencies and building resilience in the Sahel through adaptive social protection; their geographic coverage is shown in Annex B. The JSD

portfolio will be developed further in the coming year, and substantially more details are expected to be available by the time of this contract's inception phase.

5.3 TPM activities

- 5.3.1 The supplier is required to provide six TPM activities, shown in Table 1. A tailored approach should be taken to selecting the TPM activities that are most appropriate for each ARD and JSD programme and designing the focus and timing of the activity to meet the needs of the programme team.
- 5.3.2 Based on consultation with ARD and JSD programme teams, it is proposed that the following broad coverage of ARD and JSD programmes by TPM activities is expected to meet DFID's needs. This is provided as a guide to inform suppliers. Final confirmation of programmes, components, countries and indicators (where applicable) to be covered by each TPM activity will be confirmed by the supplier during the inception phase.

Table 1

TPM activity	Proposed coverage of ARD and JSD portfolios
<p>1) Results data systems quality assessments: scrutinize and assess the quality and suitability of implementing partners' systems for results reporting, verification and aggregation along the delivery chain, including assumptions used and the basis for any disaggregation (e.g. by sex, age, disability, geography or other dimensions), and recommendations for improvement.</p> <p><i>Frequency: Typically once per programme, frontloaded to inception (7-8 programmes) and early portion of implementation phases (remaining programmes), but with scope for repeat assessments if needed to assess whether key required improvements made</i></p>	<p>Valuable to all continuing ARD and JSD programmes without a separate TPM arrangement except those where staff already have high confidence in the basis for and reliability of reported results (e.g. from results scrutiny through an independent evaluation). More information will be provided in the inception phase.</p> <p>Approx. 15 ARD programmes 2 JSD programmes</p>
<p>2) Field visit spot check assessments: 'light touch' assessment similar to DFID staff field visits to verify partner delivery and quality of activities / inputs on a sample basis through observation and interviews with implementing partners.</p> <p><i>Frequency: 1-4 sampled sites per year per selected programme, depending on programme complexity and need</i></p>	<p>Valuable to the majority of ARD programmes without a separate TPM arrangement which operate in at least one country/sub-national area inaccessible to DFID staff, and all JSD programmes.</p> <p>12-15 ARD programmes 2 JSD programmes</p>
<p>3) Beneficiary feedback: Interviews with beneficiaries covering core and programme specific questions,</p>	<p>Valuable to the majority of ARD programmes without a separate TPM arrangement which operate in at least one country/sub-national area</p>

<p>purposely sampled to include representation of women and girls and other targeted groups appropriate to each programme.</p> <p><i>Frequency: As per activity (2) above and expected to be combined with these visits</i></p>	<p>inaccessible to DFID staff, and all JSD programmes.</p> <p>12-15 ARD programmes</p> <p>2 JSD programmes</p>
<p>4) Sample-based rigorous verification of key output results: assess the accuracy and quality of partner-reported results for selected output indicators by undertaking quantitative data collection to replicate partner reported results for a selected sample of sites and beneficiaries.</p> <p><i>Frequency: Typically one exercise assessing 1-2 selected results indicators (sample approx. n=400) per selected programme</i></p>	<p>Prioritised for a selection of high budget, high net risk ARD and JSD programmes that make a substantial contribution to SDP results, ICF results or Africa Strategy shifts, where results verification is deemed feasible and confidence in results is limited. More information will be provided in the inception phase.</p> <p>Approx. 5 ARD programmes</p> <p>1 JSD programme</p>
<p>5) ‘Follow the money’ exercises: spot checking records of payments to track financial flows down the programme delivery chain on sampled basis.</p> <p><i>Frequency: Typically one exercise lasting up to 2 weeks per selected programme</i></p>	<p>Available on a flexible basis according to arising needs. Could include ARD programmes with a separate TPM arrangement which does not include financial checks, e.g. WISH.</p> <p>2-3 ARD programmes/year</p> <p>1-2 JSD programmes in first year</p>
<p>6) Additional field visits: ad hoc visits available on a flexible basis to follow up on issues of concern (e.g. identified by audit), e.g. spot checking particular activities or processes on sampled basis.</p> <p><i>Frequency and scope flexible according to need</i></p>	<p>Available on a flexible basis according to arising needs. Could include ARD programmes with a separate TPM arrangement, i.e. WISH and TDDAP.</p> <p>2-5 ARD programmes/year</p> <p>1-2 JSD programmes in first year</p>

Expected priority programmes and indicators for independent rigorous verification of output results are shown below. These indicative priorities are based on consultation with ARD and JSD programme teams with respect to initial criteria of budget size, overall net risk, and contribution to DFID’s headline results.

Proposals should take into account the thematic and geographic distribution of these programmes as shown in Annex B as the most likely requirements for large scale quantitative data collection, when demonstrating relevant expertise. However, the final selection of approximately 5 ARD programmes and 1 Joint Sahel Department programme will be confirmed in agreement between the supplier and DFID in the inception phase based on the supplier’s initial assessment of data quality and feasibility for the 8 shortlisted programmes listed, and other considerations as noted above.

Table 2

Priority programmes	Priority output results
Africa Clean Energy (204637)	Number of people/households provided with solar panels Number of jobs created (tbc if directly verifiable)
Transboundary Water Management (300230)	Number of people benefitting from disaster risk reduction Number of people benefitting from safe drinking water
FoodTrade and Resilience (300489)	Number of farmers reached Number of farmers with income uplift (tbc if verifiable)
New Sahel humanitarian programme <i>(Joint Sahel Department)</i>	Number of people receiving cash transfers Number of people receiving nutrition treatment
Possible priority programmes	Priority output results
Central African Republic Humanitarian Recovery Programme (CHURP) (205286) (or new CAR programme) <i>(subject to internal M&E coverage)</i>	Number of people receiving cash transfers
CONGO – Improving Livelihoods and Land Use in Congo Basin Forests (204956) <i>(subject to timing of TPM contract)</i>	Number of people living in community forests, and composition of communities (e.g. sex, disability)
AgDevCo (Africa Division funding to the African Agriculture Development Company) (204270) <i>(subject to scope of own M&E work)</i>	Number of jobs created Number of people with increased incomes
Africa Humanitarian Response and Resilience Fund <i>(approval expected April 2019)</i>	Not yet possible to specify – if required, likely to focus on future humanitarian responses

5.4 Learning activities

- 5.4.1 The supplier will produce annual or bi-annual syntheses of evidence and common lessons from TPM across the ARD portfolio during the implementation phase, and the JSD portfolio in the first year of implementation, to inform DFID's portfolio and risk management and contribute to learning within and beyond ARD and JSD. The focus, format, frequency and timing of these reports should be tailored to reflect DFID needs and planned use, giving consideration to the value of shorter synthesis of evidence by theme or geographic area in addition to an overall synthesis. Proposals should propose a suitable frequency and timing in their workplan and refine this during inception.
- 5.4.2 The supplier will organise an annual learning event with ARD staff and programme implementing partners annually from Autumn 2019, and a dedicated learning event

with JSD staff and programme implementing partners in the first year, to promote consideration and use of TPM evidence to improve programme delivery.

5.5 Correspondence of activities to outputs

- 5.5.1 Broadly, TPM activities 2, 3, 5 and 6 in Table 1 correspond to Output 1; TPM activities 1 and 4 in Table 1 correspond to Output 2; and the learning activities and programme management of all activities under the contract correspond to Output 3.

6. TIMEFRAME

- 6.1 The supplier will be contracted for up to 38 months. The contract is anticipated to start on 01 August 2019 and to conclude on 30 September 2022. This will include an inception phase of approximately four months to end-November 2019, an implementation phase of 32 months to end-July 2022, and a closure phase of 2 months to end-September 2022. The contract may be extended, at DFID's sole discretion, for up to a maximum of 24 months. The maximum value of any extension will be £2.5m and is subject to DFID's sole discretion and availability of funding.

7. IMPLEMENTATION REQUIREMENTS

7.1 Inception phase

- 7.1.1 There will be an inception phase at the start of the contract. It is expected that the inception phase will last approximately four months. The supplier should state their preferred duration for the inception phase with a justification in their proposal. During the inception phase aspects of the programme will be refined; detailed logistical arrangements will be worked out and any work required to finalise agreements with downstream delivery partners will be completed by the lead supplier. In addition, the supplier will use this time to work with DFID and programme implementing partners to establish sufficient geographic and sectoral understanding of DFID's ARD and JSD portfolios in order to deliver against the ToR. This is likely to require review of programme documentation, discussion with the DFID programme team for each ARD and JSD programme to understand the programme and its context, undertaking initial results data systems quality assessments of selected programmes to enable the supplier to confirm priority programmes for rigorous verification of results, and negotiating arrangements for access to required data with implementing partners.
- 7.1.2 During the first month of the inception phase the supplier will develop an approach paper for undertaking the initial results data systems quality assessments for 7 or 8 of the programmes listed in Table 2. The supplier should propose with justification whether any of the 8 programmes listed in Table 2 is not suitable for results data systems quality assessment during the inception phase; and discuss and agree this formally with DFID before finalising the approach paper.
- 7.1.3 During the remainder of the inception phase the supplier will develop an inception report. The supplier will liaise at least fortnightly with DFID throughout the inception period to discuss and review the inception report prior to its final submission. As a minimum, the following content should be included in the report:

- a) Confirmed arrangements for programme management and coordination between supplier and DFID, and supplier and downstream partners, including a detailed rolling annual workplan structure to be updated each quarter, ensuring flexibility to respond to ARD and JSD needs;
- b) Agreements in place with all downstream partners necessary for lead supplier to deliver required expertise and services, and a fully elaborated delivery chain risk map (see Annex D);
- c) Broad workplan for full implementation period;
- d) Detailed annual workplan for first year of implementation;
- e) Reports on initial results data systems quality assessments for the 7-8 shortlisted programmes in Table 2 as required to inform selection of priority programmes of rigorous results verification;
- f) Confirmed selection of priority programmes, indicators and fieldwork countries for rigorous verification of results, with justification against clear criteria;
- g) Confirmed selection of programmes, countries and topics to be covered by other TPM activities;
- h) Confirmed format and content for all standard reporting during implementation phase including TPM reports, evidence synthesis and quarterly and annual progress reports;
- i) Evidence synthesis, uptake and communications plan for ARD and JSD staff and programme implementing partners covering specific TPM reports and annual learning syntheses and events;
- j) Final output-based payment plan;
- k) Final logical framework with specific measurable indicators to monitor impact, outcome and outputs, and baselines and milestones for each indicator;
- l) Final risk matrix with mitigation measures; and
- m) Final value for money indicators.

7.1.4 Payment for the inception phase and progress to the implementation phase will be subject to DFID's approval of the inception report and reaching agreement on all aspects within it. Activities for implementation will not begin until DFID has approved the report. DFID will review the inception report within three weeks and respond with feedback and / or approval.

7.2 Implementation phase

- 7.2.1 During the implementation phase the supplier will deliver the commitments set out in the logical framework and periodic workplans.
- 7.2.2 Key deliverables expected from the implementation phase will include but will not be limited to the following:

TPM deliverables

- a) High quality TPM reports presenting programme-specific findings and recommendations from individual TPM activities as per the six key activities stated above, using a short, clear, actionable format with RAG ratings of issues. The supplier should propose the format, content and timing for these reports, giving consideration to the timing of programme-specific decision points including annual reviews, project completion reviews, planned audits and evaluations, and remaining responsive to changing needs and context as noted

under the 'Flexibility' subsection; details will be finalised in consultation between the successful supplier and DFID in the inception phase.

- b) Presentation of selected programme-specific TPM findings to DFID staff and implementing partners in person as required – this option should be offered to DFID programme teams to accompany each TPM report on rigorous results verification, and other high profile or complex TPM reports on an occasional case-by-case basis as agreed with the DFID TPM programme team.

Learning deliverables

- a) Annual or bi-annual syntheses of key evidence and lessons from TPM across the ARD portfolio, and the JSD portfolio in the first year of implementation. This should be drawn from the issues identified and recommendations made throughout TPM activities under this contract; the supplier is also expected to liaise with TPM providers for other ARD programmes (WISH and TDDAP) to discuss and incorporate key evidence and lessons from their TPM findings, to provide a comprehensive synthesis of relevant TPM evidence across the portfolio. The supplier should propose the format, content and timing for these reports, giving consideration to the value of shorter synthesis of evidence by theme or geographic area in addition to an overall synthesis; details will be finalised in consultation between the successful supplier and DFID in the inception phase.
- b) An annual one-day learning event (3 in total during the contract) to be organised and facilitated by the supplier convening ARD staff and implementing partners for programmes across ARD's portfolio to promote consideration and use of TPM evidence to improve programme delivery. It is anticipated this would be held immediately after ARD's annual one-day supplier event in London in Autumn each year from 2019.
- c) A one-day learning event (1 in total during the contract) to be organised and facilitated by the supplier convening JSD staff and programme implementing partners to promote consideration and use of TPM evidence to improve programme delivery. It is anticipated this would be held alongside a JSD supplier event in the region during the first year of implementation, in mid-2020. Bids should propose indicative timing in their workplan and refine this in consultation with JSD staff as needed during inception.

Progress and financial reporting

- a) Regular quarterly or monthly forecasts and invoices linked to progress reporting. Suppliers should set out clearly in their bids whether they wish to submit monthly or quarterly invoicing; DFID's preference is for quarterly invoicing. The supplier should propose the format, content and timing for these reports; details will be finalised in consultation between the successful supplier and DFID in the inception phase.
- b) Rolling annual workplans to be updated every quarter, with full details of all TPM activities to be designed, implemented and communicated, and learning

activities to be undertaken, informed by the considerations noted throughout these terms of reference.

- c) High quality quarterly and annual progress reports including reporting against agreed key performance indicators and other standard aspects including risk, finances, issues arising with regarding to implementation of agreed plans, changes in context, lessons learned etc, to inform DFID's performance management. The supplier should propose the format, content and timing for these reports, giving consideration to the need to inform DFID's annual review process; details will be finalised in consultation between the successful supplier and DFID in the inception phase.

7.3 Closure phase

- 7.3.1 Six months before the end of the implementation phase the supplier will submit an exit strategy to DFID. The exit phase will take place, following completion of the implementation phase, during the last two months of the contract. The exit strategy will detail how the supplier will close the contract, including handover of relevant technical and intellectual property to DFID. It will also confirm final reporting on programme performance, achievements and learning to be provided during closure phase as required by DFID.

7.4 Break clauses

- 7.4.1 The contract will include a break clause at the end of each year. For example, DFID may decide to discontinue the programme should it fail to deliver the expected results or value for money or should DFID and its implementing partners fail to use the information generated to inform ARD programming.

7.5 Extensions

- 7.5.1 The contract may be extended beyond three years and / or to increase programme coverage of particular TPM activities if it is generating high quality outputs and proving useful to ARD programming. There is potential scope for a costed extension of the contract's coverage of the Joint Sahel Department's portfolio beyond the first year of the implementation phase if DFID decides this would be valuable and appropriate. The contract may be extended, at DFID's sole discretion, for up to a maximum of 24 months. The maximum value of any extension will be £2.5m and is subject to DFID's sole discretion and availability of funding.

7.6 Flexibility

- 7.6.1 Flexibility is a key feature of this programme. It has been identified as a key success factor based on feedback from ARD staff and lessons learned from other DFID funded TPM programmes. The contract will be designed to ensure activities can be reprioritised to reflect changes in programme needs or context. Changes may include, but are not limited to: providing TPM for new programmes approved by ARD or JSD after the contract start date; providing more or different TPM activities for existing ARD or JSD programmes; or ceasing TPM activities for selected programmes that graduate from the need for TPM before the end of the contract as their results monitoring becomes more robust or security conditions allow DFID staff to conduct fuller verification of activities in person.

- 7.6.2 DFID will undertake regular consultation internally and with programme partners and provide regular advice to the supplier to inform decisions to reprioritise or adapt activities, including changes to programme coverage and delivery contexts. The supplier will be responsible for monitoring other relevant information to inform such decisions. All updates to the workplan will be proposed by the supplier and subject to approval by DFID.
- 7.6.3 As part of the programme monitoring approach, the supplier should propose key performance indicators on ways of working to be tracked every quarter. These should include measures of supplier flexibility in adapting TPM plans and capacity to meet ARD and JSD's evolving needs, and on effective coordination with DFID, with TPM downstream partners, and with ARD and JSD's other implementing partners.

8. SUPPLIER REQUIREMENTS

8.1 Structure of bids

- 8.1.1 DFID is seeking to contract a single supplier who can deliver third party monitoring in all regions of Africa, whether directly or through a supply chain.
- 8.1.2 Due to the complex and wide ranging supplier requirements noted below, it is expected that this contract is likely to require a lead supplier coordinating several local TPM partners to deliver fully against the ToR. Bids are invited from lead suppliers with a clear identification of the downstream partners for which arrangements are in place or can confidently be established before the end of the inception phase, including an initial delivery chain map (see Annex D). Proposals should demonstrate how the lead supplier and each downstream partner individually and collectively meet the stated requirements.

8.2 Overall requirements

- 8.2.1 DFID is seeking a supplier that has experience of physically assessing the implementation of project activities, undertaking quantitative data collection to monitor project results, and undertaking qualitative data collection to obtain beneficiary feedback, in a range of relevant African country contexts.
- 8.2.2 The supplier will be required to demonstrate a range of skills in addition to knowledge and broad access across all ARD and JSD programmes, as well as flexibility and experience of managing a network of sub-contractors, and sensitivity in communicating with DFID implementing partners in a range of contexts.
- 8.2.3 Proposals will be assessed on **technical criteria as detailed in the invitation to tender documents** including:
- a) Appropriate approach and demonstrated capacity to manage fieldwork in a flexible manner to meet all requirements in ToR
 - b) Methodology
 - c) Appropriate technical expertise and experience in quantitative and qualitative data collection

- d) Geographic coverage
- e) Sector expertise
- f) Suitable approach to risk, safeguarding, ethics
- g) Capacity to deliver high quality, timely TPM reports and evidence syntheses

8.2 Geographic requirements

- 8.2.1 The supplier must demonstrate capability to deploy or engage staff in countries such as Angola, Botswana, Burundi, Central African Republic, Republic of Congo, Democratic Republic of Congo, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Kenya, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Rwanda, Seychelles, Sierra Leone, Somalia, South Africa, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe; and in the Sahel region (relevant to ARD and JSD), Burkina Faso, Cameroon, Chad, Mali, Mauritania, Niger, Nigeria, Republic of South Sudan and Senegal. There could be scope for work in additional countries as ARD and JSD portfolios and needs evolve.

8.2 Language requirements

- 8.2.1 The supplier and any downstream partners should be capable of undertaking the required activities in the stated countries with fieldwork staff operating in a suitable language or with appropriate translation services. The supplier should set out a suitable approach to meeting this requirement.

8.3 Thematic expertise

- 8.3.1 The portfolio of ARD and JSD projects extends across a range of thematic sectors (see Annex B). The supplier will need access to expertise in sectors including, but not limited to, humanitarian, conflict, water, energy, climate change, trade, organised crime, agricultural development and health.

8.4 Ethical principles

- 8.4.1 It is a requirement that all DFID evaluations comply with DFID's [Ethics Principles](#). Proposals to conduct research should include consideration of ethical issues and a statement that the researchers will comply with the ethics principles. Treatment of ethics will be included in the assessment of bids. In practice this will involve:
- a) Considering whether external ethics approval is needed; the supplier may need to seek appropriate ethical research board approval in some cases and should be prepared and capable to do this;
 - b) Ensuring that the research will not cause harm to participants;
 - c) Ensuring participation is voluntary;
 - d) Ensuring confidentiality is protected;
 - e) Taking account of international and local legislation;
 - f) Checking research and evaluation designs respect gender and cultural sensitivities;
 - g) Ensuring data is stored securely and safely;
 - h) Publication of research findings;
 - i) Protecting the independence of research and evaluation; and
 - j) Seeking to ensure participation of marginalised groups.

8.5 General Data Protection Regulations (GDPR)

- 8.5.1 Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard clause 33 in section 2 of the contract.

9. CONSTRAINTS AND DEPENDENCIES

9.1 Downstream partners

- 9.1.1 The lead supplier is responsible for managing all agreements with downstream partners. The lead supplier is accountable to DFID for all deliverables stated in these terms of reference.

9.2 Conflicts of interest

- 9.1.2 To ensure the independence of third party monitoring services provided, it is vital to ensure that TPM services for a specific ARD/JSD programme are undertaken by a supplier(s) that has no involvement in the delivery of that programme.
- 9.1.3 To assist DFID to assess any potential conflict of interest, suppliers are required to list in their proposal any programmes funded by ARD or JSD that they or their anticipated downstream partners are involved in delivering or expect to be involved in delivering, between 2019 and 2022.
- 9.1.4 If the lead supplier and/or their anticipated downstream suppliers are involved in delivering or expect to be involved in delivering any programmes funded by ARD/JSD between 2019 and 2022, the proposal should set out intended arrangements for protecting the independence of TPM services for the specific programme(s) in question.

10. SUMMARY OF REPORTING / DELIVERABLES

10.1 The Supplier is expected to provide the following:

- a) An approach paper detailing the initial results data system quality assessments to be undertaken during the inception phase, by the end of the first month of the inception phase.
- b) An inception report covering all requirements outlined in Section 7 by the end of the inception phase.
- c) High quality TPM reports covering all requirements outlined in Section 7, with coverage and timing of deliverables as specified in rolling annual workplan.
- d) Presentation of programme specific TPM findings to DFID staff and implementing partners in person covering requirements outlined in Section 7, with coverage and timing as specified in rolling annual workplan.
- e) Annual or bi-annual syntheses of key evidence and lessons covering all requirements outlined in Section 7. A minimum of three deliverables during implementation phase.
- f) An annual one-day learning event covering all requirements outlined in Section 7. Three deliverables during implementation phase.
- g) Regular quarterly or monthly forecasts and invoices to DFID covering all requirements outlined in Section 7 to be delivered throughout inception, implementation and closure phases, with frequency as agreed based on the successful bid and contract clarification.

- h) Rolling annual workplan covering all requirements outlined in Section 7 to be confirmed by end of inception phase and updated every quarter during implementation phase.
- i) High quality quarterly and annual progress reports covering all requirements outlined in Section 7 to be delivered throughout implementation phase.
- j) An exit strategy covering all requirements outlined in Section 7 to be delivered six months before the end of the implementation phase.
- k) Final reporting on programme performance, achievements and learning as required by DFID to be provided during closure phase as agreed in exit strategy.

10.2 Payment structure

- 10.2.1 The successful supplier will be contracted on a hybrid contract. This means that the fees will be 100% output based and the expenses will be based on actuals. This will be a flexible contract and payments will be directly linked to milestones in the work plan. Suppliers should propose a payment plan based on achievement of milestones which should be defined based on the deliverables above. Payments will be made in arrears on a mutually agreed quarterly or monthly basis.
- 10.2.2 Payments will only be made when the successful supplier has provided DFID with outputs of an agreed standard. Reports will be approved or returned to the supplier with feedback within three weeks of submission. Invoices should be submitted upon DFID approval of the reports.

11. DFID COORDINATION AND MANAGEMENT ARRANGEMENTS

- 11.1 DFID's oversight of this programme will be led by ARD's Senior Evaluation and Statistics Adviser as Senior Responsible Owner (SRO). Programme management and coordination will be led by ARD's Portfolio and Risk Manager, supported by a full-time Programme Manager. These staff will comprise the DFID TPM programme team and will be the key contacts for the supplier with regard to this contract. The DFID TPM programme team will engage with the supplier through regular meetings to be held at a minimum fortnightly during inception phase, and at a minimum quarterly throughout the implementation phase, and more often as required.
- 11.2 DFID will manage supplier performance throughout the duration of the contract by monitoring delivery against the rolling annual workplan and against logframe output milestones and targets. The rolling annual workplan will be updated by the supplier on a quarterly basis to reflect latest needs and context. As noted under Section 7 ('Flexibility' subsection), DFID will undertake regular consultation internally and with programme partners and provide regular advice to the supplier to inform decisions to reprioritise or adapt activities. The supplier will be responsible for monitoring other relevant information to inform such decisions. Updates to the workplan will be proposed by the supplier and subject to approval by DFID; or proposed by DFID and subject to agreement with the supplier.
- 11.3 DFID will produce a review of the supplier's performance and progress as per DFID standard rules at the end of the inception phase and annually thereafter during the implementation phase, drawing on quarterly and annual reporting by the supplier. A project completion review will also be undertaken during the closure phase of the contract. The supplier should schedule annual progress reporting and evidence syntheses accordingly to inform these reviews and may also be required to provide additional specific inputs and feedback on reviews at DFID's request. DFID will take responsibility for monitoring agreed logframe outcome and impact

indicators that rely on feedback from DFID staff and other programme implementing partners. All reviews will be published on DFID's website.

- 11.4 DFID's internal coordination of the TPM programme and engagement of ARD staff will be facilitated through ARD's quarterly programme board led by ARD's Portfolio and Risk Manager, with participation by the TPM SRO and representatives of each ARD programme team. The programme board will include a standing item to discuss TPM feedback and promote its use to inform programme management decisions, and to plan future visits. Internal coordination of TPM for JSD programmes will be facilitated through a lead contact in JSD who will meet at least quarterly with the DFID TPM programme team and JSD teams.
- 11.5 For each programme under the ARD and JSD portfolio, the Senior Responsible Owner, lead adviser or programme manager will be expected to discuss and agree with programme implementing partners their role in cooperating with ARD's cross-portfolio TPM programme before the TPM contract commences. Appropriate language will be included in all new or renegotiated contracts with ARD and JSD implementing partners from 2019 onwards.
- 11.6 The supplier will be expected to engage with ARD and JSD implementing partners in a sensitive and constructive manner to facilitate effective design, implementation, communication and learning from TPM activities. Engagement should be informed by an understanding of each programme and its context developed during the inception phase. A constructive relationship should be developed with each implementing partner to promote a shared appreciation of the value of third party monitoring, 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 ARD implementing partners to cooperate with TPM and supporting the supplier to negotiate their participation where needed.
- 11.7 An evidence synthesis, uptake and dissemination plan for ARD and JSD staff and programme implementing partners will be developed by the supplier in the inception phase; progress against this will form part of the supplier's regular quarterly and annual progress reporting along with KPIs on ways of working including effective coordination with DFID, with TPM downstream partners and with ARD and JSD's other implementing partners.

12. BUDGET

- 12.1 A maximum budget of £4,499,966 is available over 38 months for this contract.
- 12.2 The maximum budget for TPM of programmes funded by ARD for the full period of the contract is £3,599,966. The maximum budget for TPM of programmes funded by the JSD during the inception phase and the first 12 months of the implementation phase is £900,000.
- 12.3 These values are inclusive of all Government Taxes. Suppliers need to factor in Government Tax liabilities in their budgeting.

13. RISKS

- 13.1 Suppliers will include in their proposal the key risks that they perceive and how they plan to manage and mitigate them. Some of the key risks that DFID has already identified, and which suppliers are expected to elaborate on and address in addition to other risks, include:

- 13.1.1 Delivery:** The programme may be complicated for a supplier to manage as it is unlikely that a single supplier will have the necessary skills and experience to provide TPM in all required geographic areas. It is anticipated that the programme will require a lead supplier coordinating multiple local TPM partners and liaising with implementing partners for a large number of DFID programmes. There is a further risk that implementing partners will require persuasion or will not agree to provide access to all data and beneficiary details required for independent verification of results.
- 13.1.2 Context:** Access to the field by third party monitors could be impacted by deterioration in security situations including conflict in some areas where the supplier is required to provide third party monitoring.
- 13.1.3 Fiduciary:** Risk of fraud in third party monitoring and collusion of third party monitors with implementing partners. Suppliers will sometimes need to rely on implementing partners for access to sites of people, which risks compromising independence.
- 13.1.4 Safeguarding:** Risk of negative social impact to beneficiaries from being involved in third party monitoring, particularly in conflict and humanitarian situations. Suppliers are required to provide evidence in their proposal of how they will protect those involved directly and indirectly, including beneficiaries and community members of interventions, and outline their approach to relevant ethical considerations.
- 13.1.5 Operational:** Risk of limited use and follow-up on findings due to limited time of DFID staff, limited engagement with partners over findings, or limited perceived relevance of findings.

14. DUTY OF CARE

- 14.1 All supplier personnel (including their employees, sub-contractors or agents) engaged under a DFID contract will come under the duty of care of the lead supplier. The supplier is responsible for the safety and well-being of their personnel and any third parties affected by their activities, including appropriate security arrangements. The supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property. DFID will share available information with the supplier on security status and developments in-country where appropriate. 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.
- 14.2 This contract will require the supplier to operate in conflict affected areas and parts of it are highly insecure. The security situation may be 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 in order to deliver the Service (subject to travel clearance being granted). It is not expected that the supplier would put staff at risk or send them to the most insecure areas, but the supplier must have the ability to monitor projects in a wide range of different environments.
- 14.3 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. The supplier must ensure their personnel receive the required level of training prior to deployment (where applicable).

- 14.4 The supplier must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the supplier has been contracted to deliver (if successful in being awarded the contract).
- 14.5 DFID will not award a contract to a supplier who cannot demonstrate they are willing to accept and have the capability to manage their duty of care responsibilities in relation to the specific procurement. Please refer to the Supplier Information Note on the DFID website for further information on our Duty of Care to Suppliers Policy².

15. GLOSSARY

ARD	Africa Regional Department
DFID	Department for International Development
FCO	Foreign and Commonwealth Office
JSD	Joint Sahel Department
TPM	Third Party Monitoring

16. ANNEXES

Appendix A: Schedule of Processing, Personal Data and Data Subjects

Annex A: Extracts from ARD Cross-Portfolio Third Party Monitoring Business Case

Annex B: ARD and JSD Programme Footprint by Country and Sector

Annex C: Country risk assessments

² <http://www.dfid.gov.uk/Work-with-us/Procurement/Duty-of-Care-to-Suppliers-Policy/>

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

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

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

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract</p> <ol style="list-style-type: none">1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of anonymised data as it does not constitute Personal Data.