



## CALLDOWN CONTRACT

**Framework Agreement with:** ABT Britain Limited

**Framework Agreement for:** Global Evaluation Framework Agreement

**Framework Agreement Purchase Order Number:** PO 7448

**Call-down Contract For:** DFID Nepal Portfolio Monitoring, Evaluation and Learning (MEL)

**Contract Purchase Order Number:** PO10024

I refer to the following:

1. The above mentioned Framework Agreement dated 12 September 2016;
2. Your proposal of 16 December 2019

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 02 March 2020 ("the Start Date") and the Services shall be completed by 31 December 2023 ("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 the Department for International Development Nepal and the Government of Nepal ("the Recipient").

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed £2,942,266.50 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

### **4. Payment Mechanism**



Department  
for International  
Development



- 4.1 The contract payment structure will follow a hybrid output and input based approach. Payments should be linked to the achievement of outputs with of 100% fees linked with output of the project. All expenses should be paid based on actuals (input based).

Where the applicable payment mechanism is "Output Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made when the relevant output is delivered in its final form by the Supplier. Payments pursuant to clause 4.1 are subject to the satisfaction of DFID's Project Officer in relation to the performance by the Supplier of its obligations under the Call-down.

## 5. Officials

### DFID

- 5.1 The Contract Officer is:

REDACTED

- 5.2 The Project Officer is:

REDACTED

### Supplier

- 5.3 The Contract Officer is:

REDACTED

- 5.4 The Project Officer is:

REDACTED

## 6. Key Personnel

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

Name	Role
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED

Additionally, vacancies indicated as "TBC" within Annex B Proforma 1 cannot be filled without DFID's consent and DFID requires to review and approve CV's if appropriate.

## 7. Reports

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

## 8. 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.

## **9. Modern Slavery**

- 9.1 The HMG Modern Slavery Statement sets out how UK Government departments must take action to ensure modern slavery risks are identified and managed in government supply chains. The DFID Supply Partner Code of Conduct sets out the expectation for all supply partners to have full awareness of the International Labour Organisation (ILO) principles. The Successful Supplier will be subject to compliance checks which will involve reviewing good practice examples that reflect these principles. Our Code sets out requirements for UN Global Compact sign up and further encourages Ethical Trading Initiative (ETI) membership for our Supply Partners and their delivery chain partners (at compliance level 1). The Successful Supplier will also be encouraged to participate in the HMG modern slavery self-assessment process which in turn will support assurance of their compliance standard.

[Procurement Policy Note 05/19](#)

## **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 issue on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.



Department  
for International  
Development



For and on behalf of

**The Secretary of State for  
International Development**

Name:

Position:

Signature:

Date:

For and on behalf of

**ABT Britain Limited**

Name:

Position:

Signature:

Date:



## Annex A

### TERMS OF REFERENCE

#### DFID Nepal Portfolio Monitoring, Evaluation and Learning (MEL)

##### Introduction

1. Nepal is a post-conflict country in a state of transition. Despite a dramatic reduction in poverty in recent years, GNI per capita remains the lowest in South Asia at just \$862, and what limited growth there has been is driven largely by remittances. Chronic political, social and economic instability; extreme vulnerability to climate change and natural disasters; and a location between two volatile super-powers means Nepal has a long way to go to achieve lasting peace and middle-income status by 2030.
2. DFID Nepal is a medium sized DFID office with 55 staff and an annual spend of around £85 million. The office has 20 live programmes spread over three teams that largely map onto our three strategic focus areas: transition to federalisation, inclusive economic growth and leave no one behind. These three focus areas are referred to through this ToR as the “3 Big Changes”. The portfolio MEL provider will work across all DFID Nepal programmes.

##### Background: Why a portfolio MEL provider?

3. The development of a portfolio monitoring, and evaluation function is a response to issues raised by IAD and ICAI. It will ensure that DFID Nepal’s programmatic investment in data and evidence generation is used as efficiently and effectively as possible with the Government of Nepal (GoN), development partners (DPs), and at the portfolio level to support learning and inform management of programmes and the development portfolio. The portfolio MEL function will be delivered by a partner contracted through DFID’s GEFA framework agreement.
4. There is not an established picture within DFID of what a portfolio level monitoring evaluation and learning process should look like. The Independent Commission for Aid Impact’s (ICAI,2018) review of governance confirmed the need for a portfolio approach, recommending that: “DFID should use evaluation more to test the validity of key propositions underlying its governance programmes and portfolios (for example that support for marginalised groups reduces conflicts). It should increase its investment in learning within programmes, and make sure the lessons are used to inform the management of country portfolios and programmes.” Internal Audit Department (IAD, 2016) cautioned that growing investment in evidence generation through independent MELs in Nepal may not be the best value for money and that a single MEL that cuts across programmes could offer greater value for money. IAD also suggested that a “Super” MEL could help the office better manage complexity at the portfolio level.
5. For these reasons DFID Nepal has decided to invest in a portfolio MEL function. The objective of the portfolio MEL provider will be to align outputs from programme level



MEL activities, synthesis new evidence products and use these materials to help DFID Nepal develop and deliver strategic learning that will help the office answer a range of questions that will help us adapt, manage and plan the portfolio of programmes.

6. Although it is not anticipated that direct evaluation of programme activities would be required, the MEL partner will need to demonstrate how they would prevent conflict of interest situations, should they be appointed for the MEL portfolio activity but also be acting as any of the DFID Nepal implementation partners. This could consist, for example, of setting up a firewall between the implementation team and the MEL function.
7. The total budget available for the MEL is £3 million, inclusive of all applicable taxes, from early 2020 until December 2023. DFID invites suppliers to set out how they will deliver the outputs set out in this Terms of Reference within the overall budget ceiling, providing demonstration of maximising the effective utilisation of the proposed budget linked to outputs/outcomes to be achieved. Value for money will be a key commercial scoring criterion for supplier proposals.
8. The over-all proposal should include a detailed plan that demonstrates how suppliers intend to deliver the outputs and services in this ToR and other requirements as listed below. All plans will need to be adaptable based on what has and hasn't worked and changes in the evidence and learning needs within DFID Nepal. Suppliers should build into their proposals how they will ensure the necessary flexibility is built into their approach, methodology and contract.
9. There will be a four months mobilisation phase where suppliers will need to be able to hit the ground running and provide some services to DFID Nepal from the onset while also developing an implementation plan. Requirements for the mobilisation phase are listed below from paragraph 71. The mobilisation phase will be designed to 'flow' directly into implementation and this should be built into the proposal.

## **Audience**

10. The principal recipient of the portfolio MEL unit services will be DFID Nepal. Further, the products from the MEL will support DFID partners to programme more effectively and provide evidence and learning to a wide range of stakeholders including other DPs and the GoN. External interaction with the GoN and DPs will be coordinated through DFID with the MEL unit providing relevant resources. DFID Nepal will leverage existing relationships that programme teams have with GoN for example.
11. Ultimately the beneficiaries of the MEL unit will be poor and vulnerable people in Nepal, who receive benefits from more effective and evidence-based DFID support.

## **Timing**



12. The supplier will provide services for 46 months, including a four-month mobilisation phase in year one. The mobilisation phase will require the supplier to deliver against some outputs, listed in para 70, while also developing a detailed plan for the next 20 months. A broader plan will be put in place for the final two years to be agreed at the end of the mobilisation phase. There will be a review of progress at the end of year two.
13. This contract will be issued for the full duration, however due to the long duration of the programme, the contract will have adequate provision for variation to adapt to changes that occur during the life of the programme, and there will be a review of progress after two years.

### **The DFID Nepal Portfolio**

14. DFID Nepal's overarching policy objective is to contribute to greater stability and prosperity by 2030. We have identified three big changes which will be necessary for Nepal to achieve this. They are:
  - a. The development of effective and legitimate institutions under federalism – transition to federalism;
  - b. Structural transformation resulting in inclusive economic growth; and
  - c. Realisation of commitments to 'Leave No One Behind'.

#### Transition to federalism

15. DFID Nepal is aiming to support the GoN to implement the new federal constitution, with new relationships forged between politicians and citizens so that more people in Nepal have a stake in their country's future.

#### Inclusive economic growth

16. Here our objectives are transformational growth that offers more equal access to prosperity. We are also looking to capitalise on Nepal's strategic location between India and China.

#### Leave No One Behind (LNOB)

17. Our aim here is to ensure that all citizens of Nepal enjoy their new constitutional rights to access political, social and economic opportunities – leaving no one behind in Nepal's development.
18. A summary of current DFID Nepal programmes is provided in the attached Annex 7 This includes which of the three big changes each programme is aiming to contribute, programme value and a brief description. Also to be included in this work are relevant DFID and other government departments centrally (UK) managed programmes (CMPs). Annex 7 includes a list of the top 10 CMPs. Other local (Nepal) 1HMG department (i.e. FCO, British Council, MoD, DTI) programmes will also be included where relevant. We expect input from CMPs and 1HMG in Nepal to be minor in comparison to DFID Nepal programmes.

### **What are we looking for?**



19. DFID is seeking a supplier to act as a portfolio MEL provider in support of the DFID Nepal portfolio of programmes. The portfolio MEL provider will help DFID Nepal maximise the capture and use of data and evidence generated through programmes, ensure that evidence is used to manage programmes more efficiently, inform longer term strategic portfolio design and management, and contribute to learning by DFID Nepal, other Development Partners and the Governments of Nepal.
20. The portfolio MEL provider will work across all currently live and developing programmes, although never all at the same time. They will also work across any new programmes developed during the lifetime of the portfolio MEL function. There are currently 20 live programmes with 4 new programmes under development, this is likely to change over the duration of this contract as DFID Nepal looks to reduce the number of programmes in its portfolio.

### **Ways of working**

21. The portfolio MEL function will sit within the DFID Nepal Evidence for Development (E4D) programme with the DFID Nepal Statistics Adviser, responsible as Senior Responsible Officer (SRO) for the programme.
22. It will help position DFID Nepal to more effectively support GoN and the wider donor community to generate and use evidence. It will bring together evidence and synthesis activities that had previously been supported in a relatively ad hoc way to ensure that they are delivered, captured and disseminated more effectively to support learning.
23. The portfolio MEL provider will help drive value for money by re-purposing of data sets and supporting synthesis of evidence from across the portfolio for improved use through learning. Learning will be a key focus with learning shared across programmes and teams through the newly formed DFID Nepal Policy and Learning Committee. This investment will help improve the effectiveness of our interventions at programme and portfolio levels through improved availability of relevant evidence and learning for use in adaptive programme and portfolio management.
24. The portfolio MEL provider will work closely with a research programme commissioned by RED to help DFID Nepal understand the changing context with a focus on the three big changes identified as a priority for work in DFID Nepal. We are working to put in place strong mechanisms for learning (making it a core part of cross office governance) and adaptation (ensuring that space for adaptation is built into our programmes ToR). The portfolio MEL provider will also work closely with MEL functions of each DFID Nepal programme (which it is not replacing) and the DFID Nepal Project Coherence Units (PCU's). The PCUs are based in Janakpur (province 2), Butwal (province 5), and Birendranagar (Karnali province), with a head office in Kathmandu. Their focus is to help improve DFID's ability to coordinate the work of implementing partners, provide real-time political analysis, create strong and productive relationships with local partners and facilitate access for the provincial and local governments.

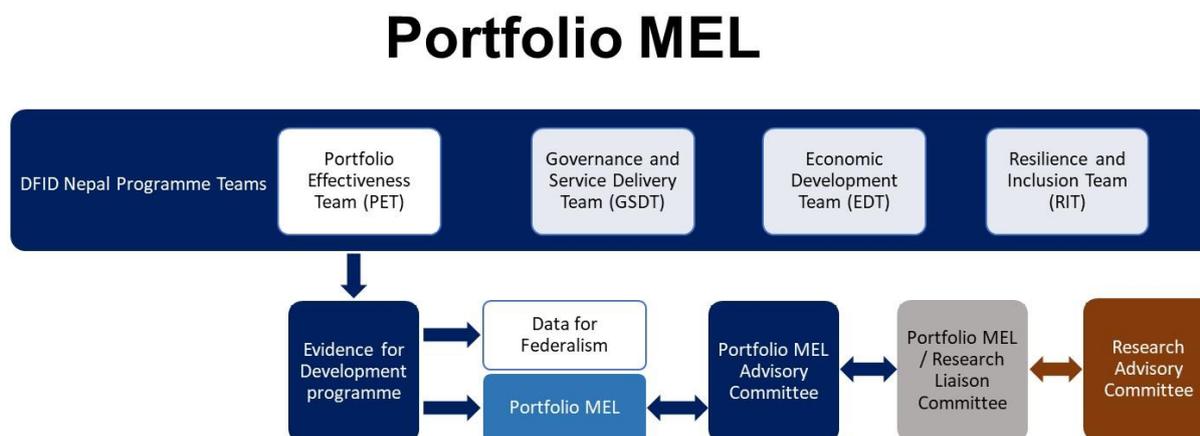


25. Working together, the Research Programme, PCUs and Portfolio MEL provider should offer opportunities to examine larger trends, interactions and effects between and across programmes as well as between programmes and the wider environment. This will give programme managers a way of seeing the whole, helping them to navigate the day-to-day choices they make that may impact on the portfolio and to consider what they might learn from each other that could make them more effective in contributing to collective impact. As a result the MEL will have to quickly develop a strong understanding of, and tools to inform DFID programming and management decisions – in real time.

### Scope of work

26. The Portfolio MEL provider will be directly accountable to deliver against the following three output areas.
- Aligning Programme-Level MEL
  - Synthesising Evidence & Creating New Knowledge Products
  - Strategic Learning
27. During the four-month mobilisation phase the portfolio MEL provider will work closely with the DFID SRO for E4D to produce a workplan for the 4 years of implementation whilst also delivering the MEL framework, tools and baselines that will enable tracking of progress against key indicators over the lifetime of the MEL.
28. DFID Nepal will establish a portfolio MEL Advisory Committee, chaired by the SRO. The MEL will be responsible for providing data and analysis to the Advisory Committee on a quarterly and annual basis to inform strategic decision making. Where the portfolio MEL function will sit within DFID Nepal is given in Figure 1 below.
29. E4D will conduct an Annual Review in October each year of implementation, as per DFID's corporate requirements. This will be an important moment for the programme to review performance. The portfolio MEL provider is not expected to conduct the E4D (or any other) Annual Reviews; this will be led by DFID. However, the portfolio MEL provider will be required to provide evidence as inputs into the E4D Annual Review process and use AR data to inform the work of the MEL e.g. by capturing learning across programmes and identifying synergies.

**Figure 1: Organisational structure highlighting where the portfolio MEL will sit within DFID Nepal**

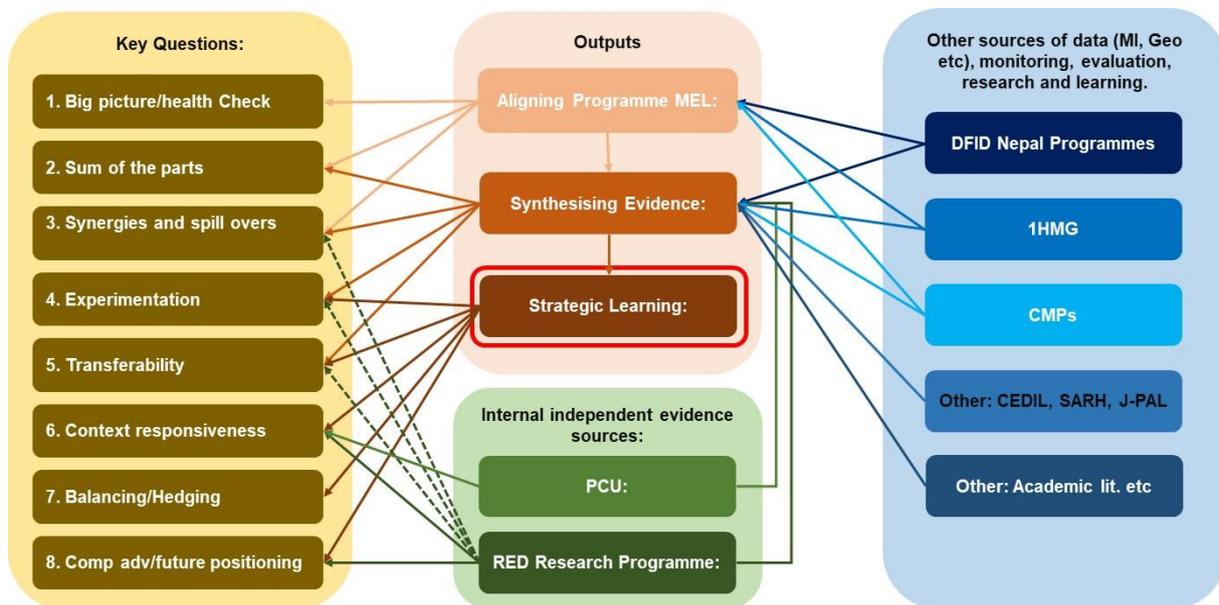


### Objectives

30. The required outputs are detailed below. These will be refined and agreed as part of the four month mobilisation phase.
31. Through our scoping work for the portfolio MEL function we have identified eight distinct questions that we expect the portfolio MEL provider to help us explore and understand. Each question will require different measurement approaches, coordination with different partners and be used to inform adaptation at different time points and levels. The eight questions include:
  1. **Big picture/Health check:** What is happening at portfolio level and how are things going? What areas need more attention?
  2. **Sum of the parts:** What is the cumulative effect of multiple programmes, and/ or programme components to the 3 Big Changes, what results can be attributed to DFID and which are we only contributing to?
  3. **Synergies and spill overs:** How do components and actors interact, with what effects on progress on the Big changes?
  4. **Experimentation:** Which approach works better? What should be scaled up, down or discontinued? Who is best placed to take approaches to scale?
  5. **Transferability:** What elements of a particular approach could be incorporated into other programmes? Are there new understandings of core intervention mechanisms (based on programme implementation) that all programmes need to consider?
  6. **Context responsiveness:** What do all programmes need to consider or change in response to shifts in the context of the 3 Big changes (based on analyses of external factors)?
  7. **Balancing/Hedging:** How is the portfolio balanced to maintain a pipeline of outcomes over different time frames, how likely is it they will achieve the expected outcomes and what level of risk is anticipated – is the risk justified by the expected benefits?

8. **Comparative advantage/Future positioning:** In the next 5 years, how can we maximise the value of our investment and unique contribution relative to others? What should we move out of and expand into? How should future human and financial resources be allocated?
2. There is also an expectation that the portfolio MEL provider will help to increase the visibility of higher-level outcomes set out in each of the Big Change Theories of Change. This should enable DFID Nepal to consider the overall *Health and Big Picture* of the portfolio and speak credibly about its aggregate results.
32. Finally, a portfolio perspective will support *Balancing/ Hedging*, managing the balance of risks across the portfolio, and enabling strategic engagement with new opportunities and insights as they emerge. Portfolio level adaptations will most likely align with the country strategy cycle.
33. Under each output area below key areas of work that we expect the supplier to deliver from the onset of the contract are highlighted. Delivery against all other areas will need to be built into the programme design for the first 20 months and beyond.

**Figure 2: Key questions and how the portfolio MEL output areas will help answer these; and other sources of evidence that will input to the portfolio MEL function.**



**Output Area 1: Aligning Programme-Level MEL**  
(*Big Picture, Health Check, Sum of the Parts*)

34. This is about maximising the aggregate and additive value of MEL data already collected by programmes, which represents a substantial investment of time and



money. This primarily serves a communication purpose, enabling the office to engage with and disseminate information about the portfolio as a whole.

❖ ***To be delivered from onset of programme***

- ❖ **Group existing output and outcome indicators against the 3 'Big Changes'** (including details on timelines for data collection and reporting). This requires mapping of where data already exists to allow an assessment of what can meaningfully be brought together. It will also require management of the **common indicators** used across the office with the aim of encouraging consistency in the output and outcome data being collected by programmes/ interventions. These standardised approaches to collect data should then enable the portfolio MEL provider to aggregate indicator reporting across the portfolio.

❖ ***To be delivered from onset of programme***

35. DFID Nepal will begin identification of a core set of indicators to be mapped against the three Big Changes through an office results framework. **The supplier will manage this results framework** including revising and managing the makeup of the framework, portfolio level data collection (i.e. from programmes) and reporting. This should include mapping of where data already exists and allow an assessment of what can meaningfully be brought together to enable an estimate of the sum of the parts, and support portfolio health checks.
36. The portfolio MEL provider will also track all **data collection** supported through programmes to ensure we understand what data is being collected, when and by who with the aim of understanding and maintaining data quality and coherence. They will also help ensure that where possible data sets are collected in a way that can be linked and used for more than one purpose. Where necessary the portfolio MEL provider will also undertake data quality/verification assessments of key results reporting.
37. The portfolio MEL provider will help ensure that DFID Nepal meets all aspects of data protection and confidentiality under the **General Data Protection Regulation (GDPR)**. This is crucial for all data collection activities managed directly by DFID Nepal and partners. This will include building capacity and understanding of data protection and confidentiality of DFID Nepal and partners.
38. **Improved Knowledge Management Systems** and processes. The portfolio MEL function will provide support to DFID Nepal to improve how we manage and share evidence and knowledge. This evidence and knowledge ranges from the management of micro data collected through programme level MIS systems to research outputs to the staff induction/handover process. The portfolio MEL provider will consider the centrally managed DFID systems available, how we can use these and make recommendations on what other processes or systems DFID Nepal could develop to improve knowledge management and support implementation of these.

❖ ***To be delivered from onset of programme***



39. The portfolio MEL function will provide responsive **technical advice and support** to programme teams. Working closely with the DFID Nepal Statistics Adviser the portfolio MEL function will support teams with monitoring and evaluation challenges including for example: facilitating Theory of Change workshops, supporting the development of results frameworks and conceptual evaluation design.
40. This support will include **building capacity, facilitation and quality assurance** of various products (e.g. logframe, ToC, ToR etc) and processes. The portfolio MEL function will support the development of these products for the programme but programme teams and implementation partners will need to take intellectual ownership of these products.
41. The portfolio MEL provider will also **ensure coherence** across the portfolio in our approach to monitoring and evaluation. This includes for example ensuring that evaluations and research projects are designed to answer specific evidence gaps identified through programme and big change theories of change.
42. The portfolio MEL provider will help **build the capacity of the DFID Nepal** office to engage with and use evidence. It will help to shift 'MEL' from a mixture of accountability exercises and stand-alone learning events, to a tool that supports teams to engage deeply with learning questions and the implications of emerging insights and evidence.

## **Output Area 2: Synthesising Evidence & Creating New Knowledge Products** (*Sum of the Parts, Synergies and Spill Over, Experimentation, and Transferability*)

43. While the use of data and indicators will play an important role in decision making, it is important to be clear that outcome-level data cannot, by itself, evidence effectiveness. It can serve to track changes over time, but not to attribute those changes to DFID Nepal. This can only be done through sufficiently rigorous outcome or impact evaluation. Relevant evaluations will largely be commissioned and funded through programmes.
44. Output area 2 will focus on the **generation of new knowledge** and insights to respond to portfolio level questions. This will involve the reuse of programme data and evidence for reasons other than originally intended, or it may involve new primary data collection and analysis exercises. It is important to note that the collection of primary data through the portfolio MEL function will be limited and only undertaken where necessary.
45. The portfolio MEL provider will **mine data and evidence** already collected or being collected by programmes and external sources including the RED Research Programme, PCUs and international literature. This will be used to generate new insights and create new knowledge products.



46. **(Re)packing data and evidence** to encourage transferability - drawing out key findings, recommendations and trends and supporting staff to engage through innovative communication products, data visualisations, briefing papers, videos etc in order to facilitate the transferability of lessons from one programme or programme pillar to another
47. Undertake **new portfolio driven MEL exercise** that help bridge the gap between programme and portfolio MEL questions through distinct portfolio level MEL exercises that generate new knowledge products with potential for strategic learning for example regular reviews of learning from annual reviews, systematic reviews of key sectoral themes or evidence synthesis across DFID Nepal programmes.

❖ ***To be delivered from onset of programme***

48. Close collaboration with the RED Research Programme and PCUs will be essential in order to maximise complementarity and minimise duplication. There will need to be a two-way interaction between the portfolio MEL function and RED Research Programme and PCUs with the portfolio MEL provider sharing their data and various outputs and helping to facilitate relevant data collection through programme level MEL. Likewise, the research team and PCUs will share their outputs with the portfolio MEL provider who will in turn use these as part of their evidence synthesis for learning across the office.

### **Output Area 3: Strategic Learning**

*(Context Responsiveness, Balancing/ Hedging, Comparative advantage/ Future Positioning, and critical support to Experimentation and Transferability)*

49. The availability and accessibility of relevant and timely evidence is a necessary foundation for evidence-informed adaptation, as the portfolio responds to contextual and programmatic shifts. Outputs 1 and 2 above set out opportunities to strengthening the evidence base across the DFID Nepal portfolio, and can help to develop a portfolio approach.
50. However, the availability of evidence is not, in and of itself, sufficient for effective **Adaptive Management**. Unless data and evidence generating activities are complemented with a strong investment in **strategic learning**, there is a danger that the MEL function may deliver 'good MEL' at the portfolio level, but that the office will not have the scope to act upon it.
51. The strategic learning output area has been identified by DFID Nepal as the key area of support through the portfolio MEL function, so we expect this to be the primary focus with output areas 1 and 2 providing content to support delivery.
52. The portfolio MEL provider will support DFID programme level MEL develop, manage and deliver incentives, processes and systems that support the **uptake and use of evidence** by DFID programme teams and partners.



53. Opportunities for **organisational learning** and **strategic improvement** remain untapped when evidence is not translated into action. To reap the benefits of investments in M&E, in terms of real learning and adaptation, it is important to approach MEL in a way that prioritises and supports strategic learning.
54. Develop a **Shared Learning Agenda** to help DFID Nepal engage with common questions and learn collectively and help us respond to key impact and learning challenges, how do we assess progress and whether our support is effective? How do we know what is happening and how are we going to adaptively programme?
55. Establish **Reflection and Learning processes**. Although there are good examples of learning processes taking place in the office already these are relatively informal and ad hoc. The portfolio MEL provider will look to establish effective learning systems and processes and make applied learning a more central concern with the long-term goal to build learning into day to day practice, rather than relying on one-off strategic learning events.
- ❖ ***To be delivered from onset of programme***
56. **Current learning processes** include the following:
- a. Programmatic learning – taking place through annual reviews or regular feedback meetings with MEL providers and partners. These are not systematic across the office or captured outside individual programmes.
  - b. Policy and Learning Committee: This is a new process agreed by the leadership team and will involve six office wide learning sessions across the year, two for each of the three big changes which will focus on one theme chosen by the leadership team. The intention is for these to be led and delivered by DFID Nepal staff with support from the portfolio MEL function.
  - c. Strategic Portfolio Review (SPR) week: Every six months DFID Nepal meets to discuss corporate performance and a small number of select strategic priorities.
57. The portfolio MEL provider will engage with all these processes through providing support and helping to ensure coordination and coherence across the office. They will also help review these processes and advise on other options as relevant.
58. **Convening and Brokering among programme MEL providers** to support standardization of monitoring processes and establishing minimum standards and quality assurance mechanisms. This will act as a technical oversight mechanism of suppliers helping to ensure that the evidence being produced across programmes is as coherent and comparable as possible.

### **What are we looking for in a MEL provider?**

59. To deliver these outputs, the MEL provider will need to have a wide range of skills available to them. They will need technical expertise to support the office to build a credible evidence base, must be capable strategic thinkers who can co-create a learning agenda with the DFID Nepal team, and help to synthesise and present information in ways that are conducive to learning and decision-making. They should



have expertise in supporting adaptive management in programmes and portfolios and be comfortable responding to changing learning needs in an agile and timely fashion. Soft skills, such as excellent communication and facilitation skills will be essential.

60. Based on a review of USAID's experience in the use of portfolio MEL function, it will be important to consider the following principles in the design and delivery of a portfolio MEL function in DFID Nepal.
- a. Relationship-building and 'soft-skills' will be crucial to the success of the MEL function. The portfolio MEL staff must be adept at establishing productive relationships, with the right mix of technical, interpersonal, and managerial skills. Working in close partnership with staff from DFID Nepal will be a key element for this programme to be successful. For these reasons the delivery team will need to be based in Nepal.
  - b. The portfolio MEL provider will need to identify their key staff including their proposed team leader in their bid. However, recruitment of the wider team is likely to need to take place during the mobilisation phase as the delivery approach is co-created with DFID Nepal. It will be imperative that if key personnel leave the programme that they are replaced with someone of equal or greater ability and expertise, and this will be subject to DFID's approval. DFID Nepal would want to be involved, as far as possible, in the recruitment process of the wider team and any replacement staff.

### **Quality Assurance**

61. The supplier will provide quality assurance of outputs delivered under each output area, ensuring peer review for key research and evaluation outputs intended for publication. The supplier will draw on part time expertise from within their wider organisation or professional network for peer review.
62. As per DFID's Evaluation Policy, all evaluation products will need to be independently reviewed by DFID's evaluation quality assurance service (EQuALS). A key aspect of the quality assurance role of the portfolio MEL function will include supporting programmes to navigate through EQUALS and access the various service that it offers. The portfolio MEL provider will also develop an understanding of other sources of MEL from centrally managed DFID programmes and help programme teams access these as appropriate (e.g. GLAM, CEDIL etc).

### **Requirements for the project proposal**

63. The over-all proposal should include a detailed plan on how suppliers intend to deliver against the outcome areas and services described above. This detailed plan should cover the first six months of the programme with a more detailed work plan up to the end of year two and a broader plan for years three and four to be agreed after the four month mobilisation phase.



64. This plan should discuss how they will deliver immediate services listed in this ToR and the approach they will take to co-design a more detailed plan for the first 20 months (up to end of year two) of work and a broader work plan (for years three and four) to be agreed at the end of the mobilisation phase. Given that we have identified the objectives we have for the portfolio MEL function, we would also like to understand what skills and expertise potential partners bring to each of these areas.
65. All plans will need to be adaptable based on what has and has not worked and the evidence and learning needs of DFID Nepal. The proposal should provide details on how the supplier will manage this adaptive process and ensure flexibility in work plans and resourcing including staffing. The proposed adaptive approach must ensure minimal contract amendments over both the mobilisation and full implementation phases, whilst setting out clear KPIs against which to monitor progress and make payments.
66. DFID expects suppliers to provide a commercial proposal at the time of tender which sets out how the supplier(s) will deliver the portfolio MEL outputs in a way that represents value for money. The delivery arrangements and assurance of overall accountability along the delivery chain will be a key aspect in the commercial and technical proposals from suppliers.
67. The supplier should also identify any risks they foresee and a strategy to manage these. They should also include communication, stakeholder, quality assurance and monitoring strategies.
68. DFID Nepal has assessed that the makeup and quality of the portfolio MEL team will be crucial to its success. The proposal should include the suppliers approach to how they will deliver the staffing requirements given in this ToR.

### **Required outputs from the mobilisation phase**

69. During the mobilisation phase the supplier will work in close collaboration with DFID Nepal to co-design a detailed workplan including a clear (documented) understanding of how the portfolio MEL provider will work with DFID Nepal and other partners.
70. During this phase suppliers will need to be able to hit the ground running and provide some services to DFID Nepal from the outset. These services are outlined below with more detail available above under the description of each output area (paras 34 to 58).

#### *Output Area 1: Aligning Programme-Level MEL*

- Provide support to help manage the results framework including helping to group existing output and outcome indicators against the three 'Big Changes'
- Provide responsive technical advice and support to programme teams.

#### *Output Area 2: Synthesising Evidence & Creating New Knowledge Products*

- Begin collaboration with the RED Research Programme and PCUs

#### *Output Area 3: Strategic Learning*



- Engage with and support current learning processes across DFID Nepal

71. The following outputs will be delivered under the mobilisation phase:

72. For each output area targets and milestones will be agreed with the supplier during the mobilisation phase for the first two years, and then revisited for outer years. This will lead to an agreed results framework by the end of the mobilisation phase.

73. During the Mobilisation Phase the portfolio MEL provider will facilitate a series of meetings/workshops with the relevant implementing partners of MEL components within DFID Nepal programmes. The portfolio MEL provider will aim to help implementing partners understand the role and responsibilities of the portfolio MEL function.

74. The portfolio MEL provider will hold a workshop with DFID Nepal at the end of the mobilisation phase to discuss the recommendations of the Mobilisation Report and to agree the workplan, budget and results framework for the main phase.

75. The supplier will further develop (from initial proposal) and document their risk, communication, stakeholder, quality assurance and monitoring strategies. They will also further develop their approach to how value for money will be delivered and tracked to maximise not only economy but, efficiency, effectiveness and equity.

76. The supplier will produce a Mobilisation Report to document the work carried out above.

### **Delivery and Partnerships**

77. DFID Nepal will consider signing a contract with a single supplier or a small consortium. The supplier will bring together a team of experts with relevant expertise, expertise and understanding of the local context to deliver the output areas as described above. As described earlier, we envisage a core team of locally engaged staff to enable the bulk of the work to be done by the team. Suitably qualified team members may include international staff, including the team leader but we would expect them to be based in Nepal. We do not envisage the use of short-term international consultants on a regular basis.

### **Skills and expertise required**

78. Delivery of the portfolio MEL outputs will require a range of skills and as such a dynamic, energetic and diverse team will be required. The portfolio MEL function will be led by an international team leader, based fulltime in Kathmandu for the entire duration of the contract. The final team makeup will be up to the supplier's discretion but should include the following skill sets across the team.

- Strong knowledge and understanding of the economic, political and social context of Nepal in line with DFID Nepal's three big changes;
- Technical expertise in adaptive management;



- Evaluation and research expertise, particularly in design and management of evaluation and research projects.
  - Quantitative and qualitative methods expertise and expertise in development of a range of evidence products including evidence synthesis, systematic review, meta-analysis etc.
  - Economics, statistics and data science: including design and implementation of quantitative research methods and data analysis.
  - Monitoring development programmes, including development of monitoring systems, logical frameworks, data collection, value for money analysis and GIS;
  - Capacity building/ technical assistance with government partners in developing countries;
  - Learning and communications (very important). This should include development of communications/knowledge strategies as well as IT and graphic design skills required to develop engaging content;
  - Expertise in gender and social exclusion, ideally with reference to Nepal.
79. Where absolutely necessary the team will be able to draw on short term international consultancy, but this will need to be agreed with DFID Nepal in advance.
80. The team leader should demonstrate skills and expertise of managing programmes of a similar size and complexity. We expect the team leader to demonstrate expertise in leadership and programme management. They should also have some of the skills sets listed above and expertise in using evidence in adaptive management.
81. Resources will need to be set aside for quality assurance of the outputs delivered by the MEL team. Individuals providing quality assurance will need to demonstrate expertise across the output areas.
82. Suppliers should set out the structure of their team and how they plan to recruit this team and the wider institutional network that will enable them to meet the programme requirements.

### **Payment mechanisms, reporting requirements and DFID coordination**

83. Proposed methodologies for contract payments should be clearly set out in the supplier's proposals for the duration of the programme. The contract payment structure will follow a hybrid output and input based approach. Payments should be linked to the achievement of outputs with of 100% fees linked with output of the project. All expenses should be paid based on actuals (input based). The mobilisation outputs and payment milestones against them may be refined between DFID and the successful bidder during the post-tender clarification stage and before formal contracting. The supplier will be expected to produce quarterly progress reports.
84. Suppliers should consider Key Performance Indicators (KPIs) in their proposal on how outputs will be achieved (indicative, not fixed). Suppliers will also be expected to work in compliance with jointly agreed contract management KPIs with DFID. These will be further developed and refined as part of the mobilisation phase.



85. During implementation of the mobilisation phase the portfolio MEL team will meet with the SRO of the DFID E4D programme (at a minimum) on a weekly basis for a progress meeting. The portfolio MEL provider will be required to produce quarterly narrative and financial reports, as well as a workplan for the next quarter. The supplier will also be subject to formal contract performance reviews as part of the DFID overall annual review.
86. It is expected that the portfolio MEL provider will conduct and make available to DFID a statutory external audit financial report of the portfolio MEL activity for each of the financial years in which funds are paid.
87. The central point of contact during programme implementation will be the SRO for the E4D programme. Financial (including annual audited financial reports) and progress reports should be submitted to the E4D programme Manager and SRO in DFID Nepal. The DFID Nepal SRO and Programme Manager will be the interface between the portfolio MEL function and the Steering Committee.
88. It is expected that the supplier will provide advance funding from their own resources which will be reimbursed by DFID based on a payment methodology. The supplier will be responsible for monitoring and forecasting all spending and be fully accountable to DFID for all expenditure.

### **Scale Up/Down**

89. DFID Nepal reserves the right to scale up (increase), scale down (decrease) or discontinue the contract at any point (in line with our Terms and Conditions) if the contract is not delivering the intended results. The contract will be awarded for a period of 46 months, with the option to extend for a maximum period of up to two years. The maximum available indicative budget for any extension period will be £2 million, inclusive of all applicable taxes.

### **Exit Strategy**

90. This programme will end at the end of 2023 and there is no assurance of additional funding. A strategy should be provided outlining measures to ensure sustainability and handover to DFID Nepal. An exit paper should be developed during the mobilisation phase in consultation with DFID Nepal.

### **Additional Requirements:**

#### **Transparency**

91. DFID has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. DFID requires Suppliers receiving and managing funds, to comply with regulations and 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 sub-contractors, sub-agencies and partners.

### **Digital and Intellectual Property**

92. The UK Government defines digital spend as 'Any external-facing service provided through the internet to citizen, business, 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

93. The Supplier(s) is responsible for digital aspects of their approach including potential budget assigned to these interventions, licenses/permissions required and sustainability of investment and should pro-actively declare this to DFID.

### **UK Aid Branding**

94. Partners selected to receive funds will be required to use the UK Aid logo on materials, except in exceptional circumstances which would prevent this (e.g. security concerns).

95. Software (e.g. apps and online tools) used for collection of data, and fieldwork (e.g. online surveys) will also be required to use the UK Aid logo unless there is a mitigating issue.

### **Safeguarding**

96. 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 Supplier must demonstrate a 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 including research and programme evaluations 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.

## Risk

97. During the inception phase, the supplier is expected to produce a Risk Matrix, of which final sign-off will be with DFID. It will be a live document reviewed every quarter for any update. DFID guidance on the structure of the Risk Matrix will be shared.

## General Data Protection Regulations

98. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix 1 and the standard clause 33 in section 2 of the contract.

## Key documents

### Programme documents

- Annex 1 - DFID Evidence for Development business case addendum
- ToCs for big changes
  - Annex 2 – Leave No One Behind ToC
  - Annex 3 – Inclusive Economic Growth (productive Jobs) ToC
  - Note – Transition to Federalism (ToC not available for sharing at tender stage due to sensitive content. This will be shared with the successful bidder only)
- Annex 4 - Business case for the RED Research Programme
- Annex 5 - Annex to the RED research programme
- Annex 6 - Nepal Country Development Diagnostic
- DFID Nepal portfolio list: <https://devtracker.dfid.gov.uk/countries/NP/projects>
- Annex 7 - DFID Nepal Programmes

### Other

- DFID's Approach to Value for Money - <https://www.gov.uk/government/publications/dfids-approach-to-value-for-money-vfm>



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## Duty of Care

As part of DFID's Duty of Care policy, DFID Nepal has assessed the country and project risks (see below) to allow the Portfolio MEL provider to take reasonable steps to mitigate those risks.

### DFID Overall Project/ Intervention Summary Risk Assessment Matrix

Project / intervention Title: **DFID Nepal Portfolio Monitoring, Evaluation and Learning (MEL)**

Location: **NEPAL**

Date of assessment: **October 2018**

Assessing official: REDACTED,

*Note that this risk assessment will be re-examined at the point of transition between the design phase and the implementation phase*

Theme	DFID Nepal Risk score	
	Kathmandu and Pokhara	All other parts of Nepal
<b>OVERALL RATING<sup>1</sup></b>	<b>2 – Low Risk</b>	<b>2 – Low Risk</b>
FCO travel advice	1	1
Host nation travel advice	n/a	n/a
Transportation	3	4
Security	2	2-3
Civil Unrest	2	3
Espionage	2	2
Violence/crime	2	2
Terrorism	3	3
War	1	1
Hurricane	1	1
Earthquake	4	4
Flood	2	3
Landslides	3	3
Medical Services	2	3 <sup>ii</sup>
Nature of project	3	

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

<sup>1</sup> The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value. <sup>ii</sup> This is categorised as 4 in remote hill/mountain districts.



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## Appendix 1 of Call-down Contract (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
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<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> <p>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 <b>Parties are independent Controllers</b> in accordance with Clause 33.3 in respect of the following Personal Data necessary for the administration and /or fulfilment of this contract.</p>



## **Annex B**

### **Proformas**

**REDACTED**