

Direct award

Strategic Evaluation of Austrian Development Cooperation's Engagement on Food Security (ADA Project No. 2817-02/2023)

1. Introduction and background

1.1. Austrian Development Cooperation (ADC)

This evaluation is commissioned by the Federal Ministry for European and International Affairs of the Republic of Austria (thereinafter MFA) and the Austrian Development Agency (ADA), jointly referred to as Austrian Development Cooperation (ADC) within the framework of their Strategic Evaluation Plan.¹ ADA, a public-benefit, non-profit, private limited company (PLC) owned by the Republic of Austria, is the operational unit of Austrian Development Cooperation. In addition to being a funding agency, ADA also acts as implementing agency for third-party funding and as advisory agency.² The Federal Act on Development Cooperation³ provides the legal framework for ADA operations.⁴ ADA and the MFA jointly plan and steer ADC's strategic evaluations – conducted by independent, external evaluation teams - according to the standards of the Evaluation Policy of the Austrian development cooperation.⁵

1.2 ADC's engagement on food security

Global levels of hunger and food insecurity have shown an alarming increase since 2015, a trend exacerbated by a combination of factors including the COVID-19 pandemic, conflict, effects of climate change, increased cost of living, soil degradation and deepening inequalities.⁶ The concept of food security evolved over the last decades and is now embedded in a more inclusive, sustainable, and holistic food systems framework. While food security is mostly associated with the United Nations Sustainable Development Goal (SDG) 2 Zero hunger, it has been argued that it is essential to the achievement of all SDGs.⁷ Food security is nowadays understood as a six-dimensional framework: its initially four dimensions, often also referred to as pillars - *availability, access, utilization, and stability* – have been complemented by two further dimensions of *agency and food sustainability*.⁸ It is also being argued in international debate that

¹https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Evaluierung/ENG_Strategischer_Evaluierungsplan_OEZA_2023-2024.pdf

² (2022) ADA (Business Strategy 2022-2026), pp. 3.

³ <https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=20001847>

⁴ ADA, Business Strategy 2022-2026, p. 11.

⁵ The term *Austrian development cooperation* denotes the entirety of Austrian Official Development Assistance (ODA) actors and contents and therefore extends beyond *Austrian Development Cooperation* (in capital letters), which denotes exclusively the MFA and ADA. See (2019) Evaluation Policy of the Austrian development cooperation. MFA, ADA, Vienna. <https://www.bmeia.gv.at/en/european-foreign-policy/development-policy-and-cooperation/evaluation>

⁶ See <https://www.un.org/sustainabledevelopment/hunger/>.

⁷ Pérez-Escamilla, Perez, Current Developments in Nutrition, July 2017.

⁸ For more details on the dimensions of food security, its conceptual evolution and the current debate see Clapp, Jennifer et al, Viewpoint: The case for a six-dimensional food security framework, in: Food Policy 106 (2022) available on: <https://www.sciencedirect.com/science/article/pii/S0306919221001445>. Mockshell Jonathan/Nielsen Ritter, Thea, Applying the six-dimensional food security framework to examine a fresh fruit and vegetable program implemented by self-help groups during the COVID-19 lockdown in India, in: World Development, Volume 175 (2024), available at: <https://doi.org/10.1016/j.worlddev.2023.106486>.

food security and nutrition policy are best approached within a sustainable food system framework underpinned by the right to food⁹ as well as that a food systems approach is key in tackling food security.¹⁰

ADC's engagement on food security has been longstanding. Even before the establishment of the Austrian Development Agency in 2004, Austrian Development Cooperation issued a first policy document on rural development¹¹. This was complemented in 2012 by an updated ADA focus paper on food security¹² and in 2015 by a focus paper on the water – energy – food nexus¹³ recognizing the interlinkages between the three sectors and mandating an integrative approach at strategy, programme and project level which takes into account the interrelations, synergies and possible trade-offs.¹⁴ Equally since 2015 all Three-Year Programmes on Austrian Development Policy (3YP) have recognized the nexus approach to food security.¹⁵ In 2018/2019 ADC comprehensively revised its policy paper on food security.¹⁶ In 2023 the MFA, ADA and Austrian civil society actors (thereinafter referred to as implementation partnership) intensively engaged in the Sustainable Development Goal (SDG) discussions on how to better anchor resilience in food security, resulting in a recommendations paper.¹⁷

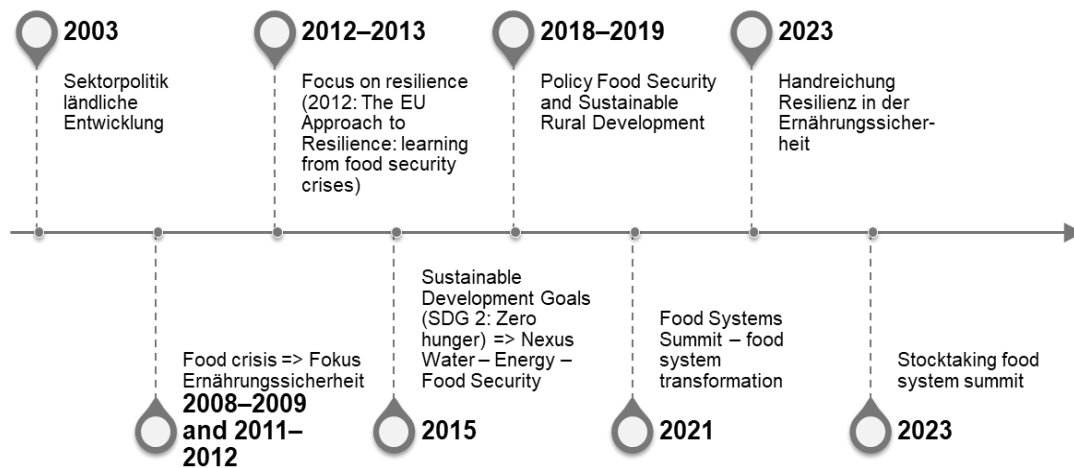


Figure 1 Key developments over time in the international food security debate (2003-2021).
Source: Waltraud Rabitsch/ADA

⁹ See, for example, the 15th report of the High Level Panel of Experts (HLPE) to the UN Committee on World Food Security (CFS), the only intergovernmental and multi-stakeholder platform within the UN system dedicated to food security and nutrition. The HLPE provides the CFS with independent science and evidence-based analysis to inform policy related to food security and nutrition. See Food and Agriculture Organisation of the United Nations (FAO), 15th report by the High Level Panel of Experts on Food Security and Nutrition (HLPE), Food security and nutrition: building a global narrative towards 2030, pp. 9, available at <https://www.fao.org/3/ca9733en/ca9733en.pdf>. See also FAO, Sustainable food systems Concept and framework, 2018, available at: <https://www.fao.org/3/ca2079en/CA2079EN.pdf>.

¹⁰ See, for example, Béné, C., Devereux, S. (eds) Resilience and Food Security in a Food Systems Context. Palgrave Studies in Agricultural Economics and Food Policy. Palgrave Macmillan, Cham. https://doi.org/10.1007/978-3-031-23535-1_2. On the state of food systems worldwide see Schneider, K.R., Fanzo, J., Haddad, L. *et al.* The state of food systems worldwide in the countdown to 2030. *Nat Food* 4, 1090–1110 (2023). <https://doi.org/10.1038/s43016-023-00885-9>.

¹¹ Available in German language only.

¹² The focus paper is available in German language only, see https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Publikationen/Downloads/Themen_DivBerichte/Wasser_Energie_und_Ernaehrungssicherheit/Fokus_Ernaehrung_Mai2012.pdf

¹³ https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Publikationen/Fokuspapiere/Englisch/Fokus_Nexus.pdf

¹⁴ In this context of interest are also external case studies on the application of the nexus approach in Ethiopia and Burkina Faso commissioned by ADA in 2014. Both case study reports are available at <https://www.entwicklung.at/en/themes/water-energy-and-food-security>.

¹⁵ <https://www.entwicklung.at/en/media-centre/publications/strategies-programmes#c1647>

¹⁶ The 2019 revision has not been formally approved but has served as guidance, albeit informal, for ADA's operational engagement since its content revision was completed in October 2019. Unpublished document.

¹⁷ University of Natural Resources and Life Sciences, Coordination Office of the Austrian Bishops Conference, MFA, Global Responsibility, Resilience in food security, Recommendations from the implementation partnership, September 2023. The paper is available at: <https://www.globaleverantwortung.at/entwurf-handlungsempfehlungen-resilienz-in-der-ernaehrungssicherheit/>

ADC's investment on food security has been continuous over the last decades.¹⁸ Between 2015 and February 2024 ADA funded or implemented over 240 interventions aiming to contribute to food security with a total contract value of around EUR 430 Mio out of which nearly EUR 286 Mio (over 60%) fall into humanitarian assistance, relief and emergency assistance.¹⁹

The interventions range from small to middle and large size budgets²⁰, are spread over multiple regions and countries²¹ as well as different funding sources²², employ different aid modalities and instruments and engage with diverse stakeholders²³. Nearly half of the interventions on food security started since 2015 targeted countries and regions on the African continent. Since 2015 ADA also implements funding from the Austrian Ministry for Agriculture²⁴ (BML). These funds have significantly increased in the wake of recent global conflicts and resulting crisis and currently amount to EUR 19 Mio. annually.

1.3. This evaluation

This is the tender document for the direct award to conduct the strategic evaluation of Austrian Development Cooperation's engagement on food security (thereinafter 'evaluation'). This is the first strategic evaluation of ADC's engagement on food security. The evaluation is to be conducted by a team of external consultants between late June 2024 and May 2025, with the presentation of the evaluation results and the kick-off of the Management Response planned for June/July 2025. Purpose, scope, evaluation questions, methodology and other details pertaining to the evaluation and its process are described in the Terms of Reference (ToR) below. The ToR have been drafted in a consultative process with inputs from key MFA and ADA stakeholders in Austria and selected representations in partner countries.

2. Terms of Reference

2.1 Purpose, objectives, users

The **main purpose** of this evaluation is to provide evidence-based learning for better strategic policy and decision making, programming, implementation, and monitoring of ADC's engagement on food security.²⁵ The evaluation will be formative and improvement oriented. Its results are also intended to inform the update and finalization of the 2019 Policy on Food Security and Sustainable Rural Development.

The **main objectives** of the evaluation are:

1. To provide a brief synthesis on system approaches to food security in the context of international development cooperation, with a particular focus on gender equality and social inclusion (Leave no one Behind);
2. To assess how ADC has applied system approaches to food security in its intervention design and identify the underlying Theory of Change (ToC);

¹⁸ For a public database of ADA funded and implemented projects go to <https://www.entwicklung.at/en/projects>.

¹⁹ See ADA, Funding Management System (FMS) Data Sheet 'Projects contributing to Food Security since 2010', dated 8 February 2024 (internal document). The data capture all interventions with the CRS Purpose Codes 11250, 12240, 311xx, 31220, 43071, 43072, 43073 and 52010 as well as those with the specific key word (3TK-FS) independent of CRS codes. All CRS codes starting with 7 are counted towards humanitarian assistance, relief and emergency assistance.

²⁰ Contracts ranged from EUR 20.000 to 41,9 Mio.

²¹ Interventions were implemented in various regions and countries of Africa, America, Asia, and Europe.

²² This includes funding from ADC, AKF, FAC, ERP, BML and Austrian Federal States.

²³ This includes national authorities, local and Austrian civil society organisations, the academia.

²⁴ Full name since July 2022 Federal Ministry of Agriculture, Regions and Tourism.

²⁵ Thematic and sectoral evaluations are one type of evaluations that are of particular relevance to Austrian development cooperation. See MFA (2019) Evaluation Policy of the Austrian Development cooperation. Available at: https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Evaluierung/Englisch/Evaluationpolicy.pdf.

3. To assess the relevance, coherence (internal and external), and effectiveness of ADC's food security approach in selected priority countries;
4. To develop lessons learned and good practice based on the evaluation's findings and issue evidence-based, actionable recommendations at policy and operational level for future engagement.

The primary intended **users of the evaluation results** are strategic policy and decision-makers, senior management and program staff across relevant departments at MFA and ADA, both in Austria and in the partner countries. It is expected that they will also be useful for ADC implementing partners as well as other Austrian ODA actors active on food security.

This strategic evaluation is based on the OECD-DAC evaluation framework, standards, and criteria²⁶ and the Evaluation Policy of the Austrian development cooperation²⁷.

2.2. Focus and scope

This evaluation focuses on Austrian Development Cooperation's engagement on food security. This includes for selected evaluation questions, as relevant and feasible, external funding implemented through ADA such as funding from the Austrian Foreign Disaster Fund (FDF), the European Commission or national ministries.

Overall, this evaluation will cover the time-period from 2015 – the year in which the Sustainable Development Goals (SDGs) were adopted by the United Nations and ADC issued a Focus paper on the Water–Energy–Food Security Nexus and - to the end of data collection for this evaluation. Selected parts of the assignment will be analysing shorter or longer time periods as deemed adequate to answer the specific evaluation question and feasible (to be outlined in the inception report). Within ADC's humanitarian engagement in the context of food security, focus will be placed on the humanitarian-development-peace nexus.

The assessment of relevance and coherence as well as the development of a generic Theory of Change (ToC) for ADC's engagement on food security will be based on its overall engagement. The country-specific case studies will, in addition, also assess the effectiveness of the country-based engagement. This will allow the testing of selected hypotheses underlying the pathways of the ToC and contribute to the validation of the overall Theory of Change.

The evaluation will, amongst others help to better understand how far the allocation of funds, and the portfolio of interventions aligned with ADC's overarching strategic objectives on food security and how individual interventions complement each other.

On site data collection is envisaged with stakeholders in Vienna and in one of the case studies countries (provided the security situation allows for it). Virtual data collection and document review will be used to conduct a second country case study.

As over half of the food security related interventions since 2015 have been implemented on the African continent, both at country or regional level, the case studies shall focus on two of the following three ADC priority countries in Africa which have most consistently been targeted with interventions related to food security within the period under assessment (2015-2024): Burkina Faso, Ethiopia and Mozambique.²⁸ The choice of countries for the country cases studies will be finalized during the inception phase, in consultation with the Evaluation Reference Group (ERG) and based on various criteria, including the analysis of the respective strategies and portfolios,

²⁶ See (2010) OECD, DAC Norms and Standards for Evaluating Development cooperation, available at <http://www.oecd.org/development/evaluation/dcdndep/41612905.pdf> and (2019) OECD/DAC Network on Development Evaluation, Better Criteria for Better Evaluation, Revised Evaluation Criteria, Definitions and Principles for Use, p. 7. <https://www.oecd.org/dac/evaluation/revised-evaluation-criteria-dec-2019.pdf>.

²⁷ See (2019) Austrian development cooperation, Evaluation Policy of the Austrian development cooperation, https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Evaluierung/Englisch/Evaluationpolicy

²⁸ 14, 36 and 20 interventions respectively as per ADA, Funding Management System (FMS) Data Sheet 'Projects contributing to Food Security since 2010', dated 8 February 2024 (internal document).

preliminary interviews with key stakeholders at HQ and in the coordination offices as well as considerations of coverage and feasibility, such as access to data (documents and stakeholders) and the security situation.

2.3 Evaluation Questions

The evaluation questions to be answered in this evaluation are:

Relevance:

1. To what extent and how are systems approaches reflected in the design and implementation of ADC's interventions on food security and how do they address specific areas/sectors of the food systems framework?
2. How are the rights, needs and voices of the target population, with particular emphasis on women and girls (gender equality) as well as vulnerable groups (social inclusion/ Leave No One Behind), reflected in partnerships, planning, design, and implementation?
3. To what extent is the design and implementation of ADC's interventions on food security informed by country and context specific intersectional gender analysis and to what extent do they explicitly address gender norms and practices and structural barriers to equality?
4. What have been hindering or facilitating factors (internal and external) for making an intervention more relevant and how can these be overcome/built upon?

Coherence:

5. How coherent are ADCs interventions on food security internally (within ADA and between ADA and other Austrian funding implemented through ADA) and externally at country level (national policies, donor community and Austrian WGA actors)?
6. Are there any synergies or trade-offs and what can be learned from these?
7. To which extent has the Water-Energy-Food Security Nexus been taken into account and which were the results and challenges?

Effectiveness:

8. To what extent and how did ADC's engagement affect food security in the selected case study countries (2015-2024)?
9. To what extent and how have ADC interventions affected food security for women and girls, promoted their participation in decision making processes and enabled them to equally exercise their rights?
10. To what extent have ADC interventions affected food security for vulnerable groups, such as persons with disabilities, ethnic minorities, indigenous people, promoted their participation in decision making processes and enabled them to equally exercise their rights?
11. What have been facilitating or hindering factors (internal and external) for results achievement and how can policy, programming and implementation be adjusted to enhance effectiveness?

Questions can be refined and restructured in agreement with ADA's Evaluation Unit during the inception phase. Any suggested changes need to be explained in the offer and the inception report, adequately reflect the overall purpose and scope of the evaluation and be agreed upon in writing by ADA.

2.4 Approach and methods

The evaluation is expected to employ a participative, inclusive, gender-sensitive and human rights-based approach. The evaluation team will develop and use a Theory of Change (ToC) as a basis for assessing ADC's work on food security.²⁹ Due to the current lack of a program theory or logic model of ADC's engagement on food security, the ToC will have to be developed during the inception phase of this evaluation, validated (selected hypothesis underlying pathways) during data collection and then refined. The evaluation team is asked to explain in the offer how they plan to develop, validate and refine the Theory of Change.

The evaluation is expected to employ a Mixed-Methods approach³⁰ to data collection and data analysis, including both quantitative and qualitative methods. A Mixed-Methods design will be used to draw from the strengths of both qualitative and quantitative methods and to improve the internal validity of results through data, method and evaluator triangulation.³¹ The analysis of results on gender equality should be done applying the gender equality continuum tool.³² As such, the evaluation will use a range of data sources and data collection methods to ensure the reliability of results, promote impartiality, reduce bias, and ensure that the findings are based on the most comprehensive and relevant information possible. Evaluators are asked to explain in their offer their suggested choice of data collection methods, data sources (e.g. quantitative secondary data, potential interview partners), tools of data analysis, and related sequencing, also considering the fragile context in some of the intervention areas in the design and implementation of the evaluation.

The methods are likely to include the following:

- **Document review and content analysis:** This will include a brief review of literature on strategies, approaches, and interventions related to food security. This includes ADC strategic and project documentation, academic literature as well as evaluative evidence on food security, such as programme and project evaluations (ADC and beyond) and evidence synthesis and gap maps on what approaches are effective and increase resilience.³³
- **Portfolio analysis:** The portfolio analysis of ADC interventions on food security between 2015 to present will include a synthesis of relevant project/programme data, based on the analysis of quantitative and qualitative data.
- **Context analysis:** The context analysis will include a review of relevant literature and evaluative evidence on the selected case study countries and potential implications and effects of this context for development interventions.
- **Key informant interviews (KII) and Focus Group Discussions (FGD):** will include the FMEIA, Senior managers, programme managers and thematic advisors at ADA Head Office and the Coordination Offices; other Austrian ODA actors as relevant, national partners from government and civil society, implementing partner organizations, bi- and

²⁹ Garland, Gabriela Camacho and Beach, Derek, Theorizing how interventions work in evaluation: Process-tracing methods and theorizing process theories of change, in *Evaluation*, vol. 29, no. 4., October 2023, pp.390-409. (2012) Department for International Development/DFID, Broadening the range of designs and methods for impact evaluations, Working paper 38. Weiss, C. H. (1997). Theory-based evaluation: Past, present and future. *New Directions for Evaluation*, 76, 41-55. Funnel, Sue C., Rogers, Patricia J. (2011), Purposeful Program Theory: Effective Use of Theories of Change and Logic Models. See also Mayne, John (2015), Useful Theory of Change Models, in: *Canadian Journal of Program Evaluation* 30(2), 119-142 and Aspen Institute (ed.) *The Community Builder's Approach to Theory of Change: A Practical Guide to Theory Development*, The Aspen Institute Roundtable on Community Change available at http://www.entwicklung.at/fileadmin/user_upload/Dokumente/Evaluierung/Theory_of_Change/Aspen_Institute_Theory_of_Change_Guide.pdf.

³⁰ Bamberger, Michael/Rao, Vijayendra, Woolcock, Michael (2010), *Using Mixed Methods in Monitoring and Evaluation*, Policy Research Working Paper, The World Bank Development Research Group, Poverty and Inequality Team.

³¹ See, for example, Flick, U. (2004): *Triangulation. Eine Einführung*: Springer.

³² On the gender equality continuum and how to apply it see for example <https://oecd-development-matters.org/2022/05/30/what-is-transformative-change-for-gender-equality-and-how-do-we-achieve-it/>.

³³ This includes for example, a recent evidence gap map on resilience and food security produced by 3ie, the international initiative for impact evaluation. - 6 - or the evidence gap map and related documentation see <https://www.3ieimpact.org/research/mapping-evidence-resilience-and-food-security>.

multilateral development partners and beneficiaries. Key informants should be selected in such a way that they adequately cover different stakeholder groups.

- **Collection of primary or compilation of secondary data:** Based on a structured online questionnaires, surveys can be an important component in triangulating evidence when assessing relevance, coherence, and effectiveness. As an alternative, existing secondary data can be used.

In the offer, the evaluation team should detail and justify which evaluation approach and mix of data collection and analysis methods they deem appropriate and feasible to answer the evaluation questions. It also should detail which particular approach and methods are suggested for the country case studies. For one case study, data collection shall also take place on site. The country case studies will be conducted in a highly fragile context. The principle of do no harm will thus be at the centre of every stage of the evaluation and guide data collection, data analysis and communication. The evaluation team is asked to provide a detailed description on challenging context factors for each planned case study, potential risks for the evaluation. Mitigating measures for these risks should be provided.³⁴

Methodological rigor will be weighted significantly in the assessment of proposals. Bidders are therefore invited to question and modify the methodology presented in these TOR or propose an approach that is deemed more appropriate.

2.5 Expected deliverables and timeline

The assignment should start in June 2024 and finish in August 2025. It is estimated that a minimum of 132 working is required for the conduct of this assignment.

Within the scope of this assignment, the evaluation team must deliver the following:

Evaluation phase / tasks	Work- ing days	Timeline	Deliverable/s (unless otherwise specified in English language)
1. Kick-Off and Inception	45	06-08/24	
Document Review and Desk Research	20	End-June to August	Synthesis Portfolio Analysis
Kick-Off meeting (virtual)	2	End June	Presentation (PPP)
Explorative Interviews	2	Early July	
Theory of Change Workshop in Vienna (in person and virtual) and follow-up	7	July	Theory of Change (Graphic and text)
Inception Report ³⁵	14	Mid-July to August	Draft IR Feedback Matrix

³⁴ OECD (2012), "Addressing challenges of evaluation in situations of conflict and fragility", in Evaluating Peacebuilding Activities in Settings of Conflict and Fragility: Improving Learning for Results, OECD Publishing, Paris, <https://doi.org/10.1787/9789264106802-6-en>. See also (2021) Hur Hassnain, Lauren Kelly and Simona Somma, eds. Evaluation in Contexts of Fragility, Conflict and Violence: Guidance from Global Evaluation Practitioners. Exeter, UK: IDEAS, <https://ideas-global.org/wp-content/uploads/2021/06/EvalFCV-Guide-web-A4-HR.pdf>. Bond, Laura/Klein, Elisabeth/Gates, Emily, Challenges and strategies for implementers and evaluators working in conflict settings, in: Evaluation, Vol. 29, no. 3, July 2023. pp. 315-337.

³⁵ For required structure and content elements of the IR see ADA (2020), Guidelines for Programme and Project Evaluations, pp. Annex 5, Quality Checklist for Inception Report, pp. 46-47 which should be adapted and applied also for strategic evaluations.

			Final IR
2. Data Collection	41	08-11/24	
Planning/logistics for data collection in Vienna (HQ), on site (one case study country) and virtual (second case study country, general)	3	August	
Data collection (KII, FGDs) on site (in one case study country)	15	September-October	
Data collection in Vienna and virtual (for second case study country and general)	12	August-October	
Document Review	5	September-October	
Data processing	6	September-October	
3. Analysis and Reporting	36	11/24-04/25	
Data analysis and triangulation	6	November	
Presentation of preliminary results in Vienna (HQ)	3	Mid-November	
Evaluation report writing, incl. feedback loops (in writing and calls) ³⁶	20	November 2024 to April 2025	Draft Report Feedback Matrices Final Report
Recommendations Workshop in Vienna (in person)	4	April/May 2025	
Executive Summary ³⁷ and infographic ³⁸	3	May 2025	Draft and Final versions (in English and German)
4. Management Response (MR) Kick-Off and After-Action Review	6	06-08/2025	
Presentation Evaluation Results at MR Kick-Off in Vienna (virtual)	4,5	June/July 2025	PPP on evaluation results
After-Action Review (in writing and call)	1,5	July/August 2025	Completed After Action Review (AAR) template
5. Reserve days	4		
TOTAL	132		

³⁶ For required structure and content elements of the evaluation report (ER) see Annex 6, Quality Checklist for Evaluation Report, ADA (2020), Guidelines for Programme and Project Evaluations, pp. 48-50 which should be adapted and applied also for strategic evaluations.

³⁷ See *ibid* for structure and content requirements of the Executive Summary.

³⁸ As reference for layout and content of the infographic see https://www.entwicklung.at/fileadmin/user_upload/Dokumente/Evaluierung/Evaluierungsberichte/2023/Evaluation_Palastine/EN_Graphic_Palastine_barr.pdf.

3. Procurement and contracting modalities

For the procurement of these services **Austrian Public Procurement Law** is applied (Austrian Federal Public Procurement Act, PPA2018) and a **direct award procedure** (single tender) conducted. ADA acts as Contracting Authority.

Several bidders will be invited to submit an offer. Furthermore, the tender document is published on the homepage of ADA (www.entwicklung.at) and participation is open for all interested bidders.

The estimated contract value (net) for this assignment is between EUR 92.000 and 98.000.

ADA will enter into a service contract with the selected best bidder. For this purpose an ADA standard contract is concluded (see Annex 2).

Subcontracting: Persons who are not employed by the bidder / by a member of a bidding consortium are to be considered as subcontractors (persons working e.g. on the basis of service contracts, free employment contracts or the like). Subcontracting parts of the services is permitted insofar as the subcontractor provides of the necessary eligibility (legal authorization, professional reliability and capacity) for the execution of its part of the service. The bidder shall specify in its offer all parts of the services which it intends to subcontract and name the subcontractors.

4. Eligibility criteria

The bidder must meet the following eligibility criteria:

4.1. Legal authorization (to be fulfilled by each member): The bidder must be authorized (according to the law of its country of origin) to provide the services.

Required proof: business license or certified excerpt from the register of companies or other documents as foreseen by the laws of the country of its origin. If the laws of the bidder's country of origin do not require an authorization for the services to be provided, the bidder has to submit a respective written confirmation.

4.2. Professional reliability (to be fulfilled by each member): The bidder is professionally reliable if there is no reason for exclusion pursuant to § 78 para of the PPA.

Required proofs: extract from the Register of Companies (not older than three months) or equivalent certificate issued by a court or an administrative authority of the bidder's country of origin; most recent debit advice by the competent tax authority or an equivalent document of the bidder's country of origin; most recent debit advice of the competent social security authority or an equivalent document of the bidder's country of origin; excerpt from the Criminal Records that shows that the persons responsible for managing (including authorized representatives) have not been criminally convicted (excerpt not older than six months) or an equivalent document issued by a Court or an Administrative Authority of the bidder's country of origin).

4.3. Financial and economic capacity³⁹ (to be fulfilled by all members cumulatively):

The financial and economic capacity of the bidder is fulfilled if the following minimum requirements are met: availability of a professional liability insurance.

Required Proof: Professional Liability Insurance

³⁹ In the case of bidding consortia, these minimum requirements must be met at least by all members jointly; if subcontractors are involved, at least by bidder and subcontractor(s) jointly. It is not necessary that each individual bidder in a consortium/each subcontractor fulfills these minimum requirements.

4.4 Technical capacity⁴⁰ (to be fulfilled by all members cumulatively): The technical capacity of the bidder is fulfilled if the following minimum requirements are met:

- Completion of two evaluations of similar budget size;
- Completion of at least three evaluations related to food security in the context of development cooperation, including at least two of strategic nature;
- Expertise in food security and agri-food systems
- Experience in planning and conducting evaluations in Africa, including in at least one of the following countries: Burkina Faso, Ethiopia or Mozambique;
- Expertise and experience with gender analysis and LNOB/social inclusion analysis
- Evaluation experience in fragile contexts;
- Expertise and experience in developing and implementing qualitative and quantitative evaluation methods.
- Excellent writing and editing skills;
- Data processing and graphic design skills and access to related software.
- Excellent knowledge of English language.

Required Proofs: CV of each member, reference assignments, reference evaluation reports and other written documents, such as scientific articles, studies (working version also possible).

The bidder must fulfill the minimum requirements under 4.1 to 4.4. to be further considered for the award procedure.

The consultancy must be conducted by a team of at least two and a maximum of four members. The team leader must be identified in the offer and the distribution of tasks outlined. Companies or teams of individual persons may apply.

The team members must not have been involved in the design, implementation or monitoring of ADC's engagement on food security during the timeframe being evaluated.

To prove the eligibility the bidder must submit the required proofs for criteria 4.4. **The bidder may fill out and sign the attached form self-declaration (see Annex 1) for eligibility criteria for 4.1. to 4.3.** The actual eligibility proofs for 4.1. to 4.3. must then promptly be provided upon ADA's request. In any case, the proofs will be requested from the best bidder before the contract is awarded.

5. Award criteria and selection process

The contract is awarded to the **technically and economically most favorable bidder (best value for money)**. The submitted offers will be evaluated according to the following criteria and weighting.

Quality [Maximum 75 points]

1	Overall structure and content of the offer (technical, financial)	Max. 10 points	
2	Expertise and experience with Theories of Change, gender transformative approaches and social inclusion in the context of food security and food systems	Max. 20 points	

3	Proposed evaluation approach and methodology	Max. 35 points	
4	Proficiency in German	Max. 5 points	
5	Gender diverse team	Max. 5 points	

In particular the following aspects are relevant under criterion 1: presentation, structure, clarity, attention to detail, coherence, adequate use of resources.

In particular the following aspects are relevant under criterion 2: proven specific expertise and experience of team members, quality of reference evaluation reports and reference documents, such as scientific articles, papers.

In particular the following aspects are relevant under criterion 3: understanding of assignment and deliverables, including food security and ADC context, considerations of limitations, risk and mitigation measures, presentation of adequate and coherent evaluation approach and methodology, practical implementation of data collection, processing and analysis, work plan, including division of tasks and timelines.

In particular the following aspects are relevant under criterion 4: ability to read and understand documents in German language and conduct select interviews in German language.

In particular the following aspects are relevant under criterion 5: gender balanced evaluation team.

Price [maximum 25 points]

6	Total financial offer:	Max. 25 points
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Proofs: the following proofs serve as basis for the evaluation and shall be submitted with the offer

- CV of each member; reference assignments, reference evaluation reports and other written documents, such as scientific articles, papers (working version also possible).
- Technical Offer
- Financial Offer

Calculation method

An Evaluation Commission consisting of 3 members will evaluate the offer on the basis of the quality-related award criteria.

Price Criterion: offers are scored depending on the prices offered in the financial offer in the manner that the offer with the lowest price obtains the maximum number of points and each next offer the proportionally lower number of points according to the following formula:

$\text{Points Price Criterion} = (\text{Lowest price}/\text{price of offer}) \times \text{weight}$
--

Calculation of total points:

$\text{Total points} = \text{Points Quality Criterion 1} + \text{Points Quality Criterion 2} + \text{Points Quality Criterion 3} + \text{Points Quality Criterion 4} + \text{Points Price Criterion 5} + \text{Points Price Criterion 6}$

The best offer is the offer with the **highest number of total points**. If the number of total points is the same for more than one bidder, the offer with the lowest total price (amongst these bidders) shall be the most favorable offer.

Upon completion of the evaluation ADA reserves the right to negotiate with the bidder with the most favorable offer (highest ranking). ADA may conduct negotiations with more bidders if the

outcome of the evaluation procedure did show only minor differences between the offers or the negotiations with the bidder with the highest-ranking lead to no contractual basis within a reasonable period of time.

ADA will notify all bidders of the award decision.

6. Processing of Personal Data

During initiation and performance of contracts, ADA may process personal data of natural persons that are collected by ADA or transferred or disclosed to ADA by prospective contractors or third parties under their instruction, e.g., personal data of employees, legal representatives, agents or other partners of the prospective contractors or such third parties.

By submitting information to ADA, you, as a prospective contractor, acknowledge:

- to have taken note of ADA's Privacy Notice <https://www.entwicklung.at/en/media-centre/privacy-notice> ('ADA Privacy Notice');
- to ensure that each direct or indirect transfer or disclosure of personal data to ADA during the initiation or performance of a contract is lawful pursuant to applicable data protection law;
- to ensure that all persons, whose personal data are transferred or disclosed to ADA, were promptly and demonstrably provided the ADA Privacy Notice; and
- that if a contract is concluded and in accordance with its terms, ADA publishes, in particular on the ADA website, information about the contract and the contracting parties.

7. Preparation and Submission of offers

Interested bidders are invited to submit an offer.

The offer shall consist of the following parts:

7.1 Technical offer (maximum 10 pages, excluding annexes)

The **technical offer** should include the following:

- Description of the understanding of the assignment;
- Presentation of a proposed evaluation approach and methodology, suggested methods, sequencing and sampling strategies, data processing and analysis, envisaged challenges and how to address them;
- Presentation of team composition, including team lead, division of tasks, work plan, time schedule.
- As annex: detailed CVs of all team members, reference assignments and documents.

7.2 Financial offer (max. 2 pages, in word and excel format).

The **financial offer** should follow the following breakdown (in EUR):

- Personnel costs: name and functions of team members, estimated number of working days per person and evaluation phase, fee rate per working day, total amount;
- Travel (Vienna, case study country): travel, accommodation, other costs, if applicable;
- VAT (if applicable). Please note that ADA does not hold a value-added tax identification number (UID).

7.3 Proofs

- Proofs of eligibility or self-declaration (see under 4. above)

- Proofs for award criteria (see under 5. above)

Offers shall be **addressed to**: Astrid Ganterer, evaluierung@ada.gv.at

Questions can be addressed by E- Mail to Astrid Ganterer, evaluierung@ada.gv.at the **latest until May 6th, 2024, 12 (noon) pm CEST.**

Deadline for submission of offers is 22 May 2024, 12 (noon) CEST.

8. Annexes

- Annex 1 Template Self-declaration Pursuant to section 80 para 2 BVergG
- Annex 2 Template Service Contract
- Annex 3 Template General Conditions

Annex 1 Self-declaration Pursuant to section 80 para 2 BVergG

Self-declaration ⁴¹ Pursuant to section 80 para 2 BVergG

We,

.....
.....

Name / company name (companies register number /ZVR [Central Register of Associations] number if applicable, address)

hereby declare that concerning the ADA direct award

.....
[to be completed by ADA: Name of direct award, ADA reference number]

we meet the required eligibility criteria as stipulated under *[to be completed by ADA: reference to the relevant clause of the Tender Document]* in respect of legal authorization, technical capacity as well as financial and economic capacity (subcontractors/other third parties shall specify the specific part(s) of the service allocated to them) and that we can provide the specified **proofs without delay upon request.**

We declare that the **bidder's professional reliability** according to Art 78 section 1 and 2 of the PPA has not been called into question, in particular:

- no insolvency proceedings have been opened against it or have not been opened for lack of cost-covering assets;
- it is not being liquidated or is discontinuing or has discontinued its business operations;
- it, or any physical person who is a member of its management, decision-making body or who exercises powers of representation or decision-making within that body, has not been sentenced with final legal effect for any offence which calls into question its professional reliability pursuant to section 78 para 1 item 1 BVergG 2018, in particular, for any of the following offences: membership in a criminal association or organisation, terrorist organization, terrorist offenses or terrorist financing, corruptibility, acceptance of benefits, bribery, fraud, breach of trust, acceptance of gifts, misuse of public funding or money-laundering, slavery, human trafficking or cross-border prostitution trade or for any corresponding criminal offence pursuant to the laws of the country where it is domiciled;
- it has not committed any serious misconduct, in particular with regard to labour, social or environmental law, in the course of its professional activity;
- there is no conflict of interest resulting from participation in this direct award or in the event

⁴¹ If not all proofs are provided with the offer, this declaration shall be signed by bidders, each member of a consortium, each subcontractor.

Annex 2 Template Service Contract

S E R V I C E C O N T R A C T

for Consultant Services and Similar Intellectual Services

Project Number

concluded by and between the **Austrian Development Agency**, a company with limited liability, registered in the Companies' Register at the Commercial Court Vienna under no. 243529 g, having its registered office in Vienna and its business address at Zelinkagasse 2, 1010 Vienna, Austria, as Contracting Authority ("ADA"), and , **<SELECT ALTERNATIVE AS APPLICABLE><ALTERNATIVE A>** an association formed under [Austrian] law, registered in the [Central Register of Associations (Zentrales Vereinsregister)] under register no. having its registered office in and its head office at , , , , **<ALTERNATIVE B>** an entity in the legal form of a [e.g. limited liability company, general partnership, sole proprietorship], registered in the Companies' Register of [Court administering the Companies' Register] in [•] under register no. , having its registered office in and its head office at , , , , ("Contractor").

Article 1. Services to be performed

ADA commissions and the Contractor accepts the following order: [•]. The Contractor shall perform the services as specified in the Terms of Reference (Annex C).

Article 2. Time schedule and place of performance

2.1 The Contractor shall perform the services the period from [•] to [•] .

2.2 The place of performance is [•].

Article 3. Compensation for the services provided

3.1 The compensation for the services provided (remuneration and any reimbursements of expenses) covers the entire work and all efforts of the Contractor under this Contract, including the costs incurred thereby, such as office costs and cost of materials, travel expenses and staff costs, including the resulting taxes and social security charges, and any other expense related to the performance of this Contract.

3.2 All amounts stated in this contract are to be understood as net amounts. If the Contractor must pay VAT, the compensation for the services provided (remuneration and reimbursement of expenses) is increased by the amount of payable VAT. The amount of VAT must be stated in the invoice.

- 3.3 The Austrian Development Agency is not an entrepreneur within the meaning of § 2 of the Austrian Value Added Tax Act (Umsatzsteuergesetz), so that a reverse charge procedure is excluded.
- 3.4. ADA shall pay a fixed lump-sum Payment schedule:
- 1st payment: after the acceptance of the inception report (30% of the total);
 - 2nd payment: after the receipt of the draft evaluation report (30% of the total);
 - 3rd & final payment: upon the submission of all other deliverables, the acceptance of the final evaluation report and the Management Response Kick-off (40% of the total).
- 3.5 Ancillary services and other services not explicitly stipulated in this Contract but necessary to perform the services are covered by the remuneration. The same applies to minor supplements, clarifications or attendance at meetings regarding the subject-matter of this Contract, which ADA may request from time to time. Minor supplements are supplements which in total do not exceed 10% of the compensation for the services.
- 3.6 If ADA is in default of payments, default interest at a rate of four percentage points above the relevant base rate p.a. applies.
- 3.7 Section 1.4 of the ADA General Terms and Conditions for Consultant Services and Similar Intellectual Services (“ADA General Terms and Conditions”) applies to any changes to the services and additional services.

Article 4. Travel expenses

- 4.1 For the purposes of this Contract, travel expenses are expenses for transportation, accommodation and meals.
- 4.2 ADA will reimburse travel expenses only if expressly provided in the Terms of Reference or if ADA authorised the travel in writing before commencement.
- 4.3 Receipts for travel expenses must be submitted with financial statements. Section 4 of the ADA General Terms and Conditions applies.

Article 5. Terms of payment

- 5.1 ADA shall pay the compensation to the following account of the Contractor:

Bank:	[•]
Sort Code [BLZ]:	[•]
BIC (S.W.I.F.T):	[•]
IBAN:	[•]

Number of the account: [•]
Name of the account holder: [•]
Payment reference: ADC Project Number:

in accordance with the following payment schedule:

- a) ADA shall effect payments corresponding to the progress of performance within 30 days of receipt of duly substantiated interim financial statements (evidenced by timesheets in case hourly or daily rates apply and by original invoices for expenses) and review of their substantive and financial accuracy. Interim financial statements may not be submitted more frequently than in monthly intervals.
- b) ADA shall release and effect the final payment within 30 days of acceptance of the services, receipt of a proved final financial statement and review of its substantive and financial accuracy.
- c) If a final report must be submitted, payment shall be effected only after presentation of the proper final report including an auditable final financial statement (as defined in section 5 of ADA General Terms and Conditions) within 30 days of ADA's approval of their substantive and financial accuracy.

5.2 The Contractor shall not make any further claim after receipt of the final payment based on the final financial statement, unless the claim is raised within one month of receipt or a written and reasoned reservation to that effect was included in the final financial statement.

Article 6 Subcontracting

<SELECT ALTERNATIVE><ALTERNATIVE A>The Contractor intends to subcontract the following parts of the services to the following subcontractors: [•]. **<ALTERNATIVE B>**The Contractor shall not subcontract any part of the services without ADA's prior written consent.

Article 7 Social security contributions and taxes

7.1 The Contractor shall be solely responsible for paying taxes on all compensation received in connection with this Contract.

7.2 <DELETE SECTIONS 7.2 AND 7.3 IF THE CONTRACTOR IS A JURIDICAL PERSON (LEGAL ENTITY)>The Contractor states to carry out the agreed services as an independent entrepreneur against remuneration and to bear any charges and social security contributions due.

7.3 If the statement made in Section 0 is incorrect, the Contractor shall reimburse ADA for any payments made.

- 7.4 The Contractor shall comply with the relevant provisions of Agreements No. 29, 87, 94, 95, 98, 100, 105, 111 and 138 of the International Labour Organisation, Austrian Federal Law Gazette (BGBl.) No. 228/1950, No. 20/1952, No. 39/1954, No. 81/1958, No. 86/1961, No. 111/1973 and BGBl. III No. 200/2001, each as amended.
- 7.5 The Contractor shall ensure that the applicable provisions of labour and social law at the place of performance are complied with. If the place of performance is Austria, the Contractor shall comply with the relevant legal rules in Austria. These legal rules are available for inspection by interested bidders and applicants at the local branch of the statutory representatives of employers and employees competent for the place of performance of this Contract.

Article 8 Documents, equipment

- 8.1 ADA shall provide the Contractor with the following documents and/or equipment: [•].
- 8.2 The Contractor shall return such documents and/or equipment in a proper condition immediately after fulfilment of the Contract, in the case of early termination of the contractual relationship immediately after the date of termination.
- 8.3 After completion of the services, the Contractor shall transfer to ADA or a third party designated by ADA, free of charge, the title to facilities and equipment that the Contractor purchased in performance of the Contract, provided these facilities and equipment are still useable. Alternatively, at ADA's request, the Contractor shall pay to ADA the current value of such facilities or equipment or keep them available for further use free of charge.

Article 9 Processing of personal data

- 9.1 The Contractor acknowledges to have taken note of the ADA Privacy Notice, <https://www.entwicklung.at/en/media-centre/privacy-notice> ("ADA Privacy Notice").
- 9.2 The Contractor shall:
- promptly bring the ADA Privacy Notice to the attention (or ensure it is brought to the attention) of all natural persons, whose personal data are directly or indirectly transferred or disclosed to ADA during initiation or performance of this Contract;
 - ensure that personal data referred to in Section 0 is transferred or disclosed to ADA in accordance with applicable data protection law.
- 9.3 The Contractor shall comply with applicable data protection law.

Article 10 Place of jurisdiction and applicable law

- 10.1 Any disputes arising out of this Contract shall be referred to the competent Austrian court. Place of jurisdiction is Vienna, Inner City.

10.2 Disputes arising from or in connection with this Contract are governed exclusively by Austrian Law, under exclusion of any conflict of law rules or referrals to foreign law.

Article 11 Final provisions

11.1 The Contractor acknowledges that transparency is an important guiding principle of ADA's work as the operational unit of Austrian Development Cooperation. The Contractor therefore acknowledges that ADA may publish, in particular on ADA's website, information about the Contract and documents created pursuant to this Contract.

11.2 Only written agreements shall be binding for the parties. No modification of or amendment to this Contract shall be effective unless made in writing, including any renouncement of this formal requirement.

11.3 The ADA General Terms and Conditions (Annex A), the Project Fact Sheet (Annex B), the Terms of Reference (Annex C), and the Last and Best Offer (Annex D) are integral parts of this Contract. In case of any conflict the Contract shall take precedence, followed by the Terms of Reference, the ADA General Terms and Conditions, the Project Fact Sheet and then the Last and Best Offer

11.4 By signing this Contract, the Contractor confirms to have received all stated annexes and to have acknowledged the contents of the same.

AUSTRIAN DEVELOPMENT AGENCY

CONTRACTOR

Date:

Date:

Ambassador Friedrich Stiff
Managing Director

[•]
Legally valid signature required,
(Name, stamp, name also in block capitals)

Annex A <SELECT ALTERNATIVE PURSUANT TO ARTICLE 11:><ALTERNATIVE A> ADA
General Terms and Conditions for Consultant Services and Similar Intellectual
Services

Project fact sheet

Terms of Reference

Last and Best Offer dated [Date]

Annex A **<ALTERNATIVE B>** Negotiation Protocol dated [Date]

Invitation to Tender dated [Date]

ADA General Terms and Conditions for Consultant Services and Similar Intellectual Services

Last and Best Offer dated [Date]

Confirmation Transmission of the Information Sheet Code of Conduct and Information Points

The Contractor hereby confirms that it has transmitted the attached information sheets concerning the Code of Conduct and the Information Points to all partners⁴⁴ engaged to perform the services as, in particular: [name partners].

CONTRACTOR

Date:

[•]

Legally valid signature required

(Name, Stamp; Name also in block capitals)

⁴⁴ Partners of the Contractor are, in particular, its subcontractors.

Annex 3 Template General Terms and Conditions

A D A G E N E R A L T E R M S A N D C O N D I T I O N S

for Consultant Services and Similar Intellectual Services

1. Performance of this contract

1.1. Due diligence

1.1.1. The Contractor shall exercise the due diligence of a prudent entrepreneur and confirms that it possesses the specialist knowledge required for the performance of this Contract. The Contractor shall comply with the legal rules and regulations applicable at the place of performance and procure any necessary permits and authorisations.

1.2. Duty to notify ADA of certain events

1.2.1. The Contractor shall immediately notify ADA in writing (via the local Coordination Office, if any) of all events that could delay proper implementation of this Contract or render it impossible, or which would require amendment of this Contract, and shall submit a proposal for remedial measures. There are further notification obligations in connection with conflicts of interest (section 2).

1.3. Awarding of contracts (service, works, supply contracts)

1.3.1. General requirements

- a) *The Contractor may not charge higher prices or remunerations for the works, supplies and services to be procured under the Project than those customary in the specific sector or local market. The Contractor shall make use of rebates, cash discounts and the like and shall pass them on to ADA in its accounting.*
- b) *The Contractor must comply with the basic procurement principles of equal treatment of all bidders, non-discrimination, transparency, free, fair and equitable competition, reasonableness of prices, economy and efficiency, best value for money, and proportionality in all awards.*
- c) *The Contractor must calculate the contract value diligently and competently. Related services are to be combined in one contract (prohibition of contract splitting for the purpose of circumventing threshold values).*

1.3.2. **For procurements (service, works, supply contracts) in developing countries** as per DAC list of ODA recipients⁴⁵, the Contractor must apply **local procurement law**. Notwithstanding the regulations set forth therein, the Contractor shall demonstrably obtain three offers for comparison purposes if the estimated contract value is equal or above **EUR 5,000** (net). If not at least two offers are received, additional offers shall be solicited until at least two offers are received. The solicitation of offers as well as the award decision must be documented by the Contractor. If the estimated contract value is **equal or above EUR 20,000** (net) the following applies: The Contrac-

⁴⁵ The DAC list of ODA recipients is based on gross national income per capita as published by the World Bank and includes all low- and middle-income countries. Excluded from the list are G8 member states, EU member states and states with a fixed date for EU accession. The list is revised by the DAC every three years.

tor must provide Terms of Reference (TOR). The TOR must define quality criteria and the criterion of price. Four offers must be obtained based on the TOR. If not at least two offers are received, additional offers shall be solicited until at least two offers are received. The offers are evaluated by an independent evaluation commission based on predefined quality criteria. The Contractor must identify the best bidder and verify its eligibility (legal authorization, professional reliability, technical and financial capability). The Contractor must document the entire procurement process, including the determination of the best bidder, in writing. If the estimated contract value is **equal or above EUR 50,000** (net), the Contractor must issue a public invitation to tender in accordance with local procurement law (analogous application) and document the entire procurement process.

1.3.3. The **application of local procurement law is excluded** if the requirements of **§ 4 para 2 of the Austrian Federal Public Procurement Act (PPA)** are met (procurement of certain construction works or related services above threshold). In this case, the Contractor, when procuring works and associated services, is obliged to apply the PPA.

1.3.4. **For procurements (service, works, supply contracts) in any other country or in Austria** the Contractor must apply **the PPA** in its currently applicable version. Notwithstanding the thresholds set forth therein, the Contractor shall demonstrably obtain three offers for comparison purposes if the estimated contract value is equal or above **EUR 10.000** (net). If not at least two offers are received, additional offers shall be solicited until at least two offers are received. The solicitation of offers as well as the award decision must be documented by the Contractor. If the estimated contract value is equal or above **EUR 50.000** (net) the following applies: The Contractor must provide Terms of Reference (TOR). The TOR must define quality criteria and the criterion of price. Four offers must be obtained based on the TOR. If not at least two offers are received, additional offers shall be solicited until at least two offers are received. The offers are evaluated by an independent evaluation commission based on the predefined quality criteria. The Contractor must identify the best bidder and verify its eligibility (legal authorization, professional reliability, technical and financial capability). The Contractor must document the entire procurement process, including the determination of the best bidder, in writing. If the estimated contract value is **equal or above EUR 100.000** (net), the Contractor must issue a public invitation to tender in accordance with the PPA (analogous application) and document the entire procurement process.

1.3.5. The Contractor may be exempted from the application of the provisions under 1.3.2 and 1.3.4 in **justified exceptional cases**. The following requirements must be cumulatively met for this:

- a) *The Contractor shall provide a plausible written justification for the deviation from the provisions.*
- b) *the Contractor shall submit the offer which he deems reasonable to accept.*
- c) *the Contractor shall prove that the prices offered are reasonable and customary in the specific sector or local market (e.g. by submitting price information obtained, market price research, price lists).*
- d) *the Contractor shall obtain prior written consent of ADA (based on the explanations under a-c). Before making its decision, ADA may, if necessary, request additional evidence and information and/or make its approval subject to the fulfillment of additional conditions.*

1.4. Additional services

1.4.1. Where, during performance of this Contract, services become necessary that this Contract does not envisage, the Contractor shall reach agreement with ADA thereon prior to executing such services. Where the parties agree on the necessity or appropriateness of such services, they shall agree on the appropriate amount of remuneration, to the extent permitted by the BVerGG as amended. Where the Contractor performs services, which are not subject to a prior written agreement, ADA shall not be required to pay remuneration.

1.5. Employment contracts and subcontracts

1.5.1. The Contractor shall conclude any such employment or service contracts necessary for performance of this Contract in its own name and for its own account. Sub-contracts for specialist services falling within the remit of the Contract require ADA's prior written approval. The Contractor is liable to ADA for the fault of all persons used by the Contractor in order to perform its contractual obligations to the same extent as for the Contractor's own fault.

1.6. International treaties and cooperation with the Coordination Office and other organisations

1.6.1. If the Contractor performs services in a developing country, the Contractor shall

- a) *comply with the international treaties concluded between the Republic of Austria and the developing country and, if applicable, with agreements concerning the performance of this Contract;*
- b) *immediately contact and cooperate appropriately with the local Coordination Office; and*
- c) *reasonably cooperate with other persons and organisations that are engaged in the field of Austrian Development Cooperation in the developing country. In the interest of good coordination, the Contractor shall take part in an exchange of experience with those persons and organisations and ADA.*

2. Code of conduct and compliance

2.1. Code of Conduct

2.1.1. The Contractor's own interests/those of its staff members or partners engaged to perform this Contract may have an adverse impact on the objective and substantive performance in the interests of ADA. Such conflicts of interest may, for example, arise due to personal or commercial connections or links of the Contractor and/or of its staff members or partners with target groups or other parties contracting with ADA. The Contractor shall notify ADA promptly of each and every existing or potential conflict of interest and consult with ADA with respect to further action.

2.1.2. The Contractor shall refrain, and shall cause its staff and any contractual partners engaged to perform this Contract to refrain, from demanding gifts or other personal benefits from third parties. Contractors their staff and contractual partners may only accept from third parties and/or grant to third parties low-value gratuities to the extent that this is local custom and customary in the sector. Gifts or other personal benefits may never be granted or accepted with a view to an action or omission in breach of an obligation, or the exercise of undue influence on the decision-making process of a third party.

2.2. Compliance

2.2.1. In performing this Contract, the Contractor shall ensure that their activities do not directly or indirectly contribute to breaches of human rights (compliance with due diligence obligations under human rights law) and comply with the social and environmental standards stipulated by local law or international agreements, including, in particular, the provisions of employment and social law listed in Article 7 of the Contract, as well as the OECD Guidelines for Multinational Enterprises.

2.2.2. Within the performance of the Contract, the Contractor shall take immediate corrective measures in any case of sexual exploitation or harassment, or sexual abuse, including any case of sexual contact with minors. The Contractor shall inform ADA (egsim@ada.gv.at) immediately of any case or suspicion and the corrective measures taken. This information must not contain any details that allow the identification of an individual person involved.

- 2.2.3. The Contractor shall comply with the Austrian Federal Act on Gender Equality, Federal Law Gazette I No. 66/2004, the EU Equal Treatment Directive 2006/54/EG, the Austrian Federal Disabled Equality Act, Federal Law Gazette No. 82/2005, and the ban on discrimination under Section 7b of the Austrian Employment of the Disabled Act, Federal Law Gazette No. 22/1970, each as amended.
- 2.2.4. The Contractor shall comply with the statutes, rules and regulations on combatting money laundering and terrorism financing and shall take all reasonable efforts to prevent any violations of these provisions when performing this Contract.
- 2.2.5. The Contractor shall inform ADA immediately of any case or suspicion of fraud or corruption in connection with this Contract, and propose remedial measures.
- 2.2.6. The Contractor shall cause all partners engaged in performance of this Contract to observe the requirements of sections 2.1 and 2.2. The Contractor shall confirm the transmission of the Information Sheet Code of Conduct and Information Points to all these partners.

3. Duty of confidentiality and statements to third parties

- 3.1.1. The Contractor shall comply with all statutory duties of confidentiality and keep secret all information obtained in the course of performing this Contract, unless ADA, in each individual case, relieves the Contractor therefrom in writing. The foregoing shall survive the term of this Contract. Moreover, the Contractor shall ensure that all persons employed or commissioned by it for the performance of this Contract, including staff, agents and contractual partners, are bound by a statutory or contractual confidentiality obligation at least as stringent as Contractor's obligation hereunder. The Contractor is subject to strict liability for any damages caused by any violation of its obligations under this section 3.1.1.
- 3.1.2. The Contractor shall refrain from making any statements which might be considered to constitute a promise of additional aid in connection with the development cooperation between the Republic of Austria and the country of assignment.

4. Travel expenses

4.1. Reimbursement amounts

- 4.1.1. Notwithstanding allocations made in the cost calculation, the maximum reimbursable amount of travel expenses in respect of accommodation and catering expenses abroad is determined by the rates set forth in the regulations of the Federal Government enacted pursuant to Section 25c of the Federal Regulations for Austrian Civil Servants (Reisegebühreenvorschrift für Bundesbedienstete), Federal Law Gazette No. 133/1955, as amended, at fee level 2b. Air fares will be reimbursed only up to a maximum of the lowest air fare in economy class on the most convenient itinerary, upon production of documentation. Only the original ticket used qualifies as documentation of travel expenses; in the case of air travel, the ticket or a print-out of the electronic receipt and corresponding boarding pass, and the receipted invoice of the travel agency are required. Any discounts on air fares and any rebates, cash discounts, refunds and any other price reductions must be claimed, applied and passed on to ADA.

4.2. Business travel during assignment abroad

- 4.2.1. Travel undertaken during an assignment abroad is considered business travel if it takes longer than eight hours and if the distance from the regular place or area of the assignment, i.e. the part of the country where the Contractor is working in performance of this Contract, is more than 100 km one-way.

- 4.2.2. ADA will reimburse transportation expenses upon presentation of the corresponding receipted original receipts; the maximum reimbursable amount for rail travel in developing countries is first-class, for air travel it is the lowest air fare in economy class.
- 4.2.3. Costs of a private vehicle will be reimbursed at the rate of the official mileage allowance in the local currency at the relevant daily exchange rate, on condition that the services cannot be properly executed without the use of a private vehicle.
- 4.3. Lump-sum
- 4.3.1. Sections 4.1 and 4.2 do not apply if travel expenses are covered by a lump-sum. ADA will not reimburse any expenses exceeding such lump-sum.

5. Accounting

- 5.1.1. The Contractor shall carry out accounting for the services by a properly proved and auditable final financial statement; taking into account contractual penalties and indicating the disbursed instalments. If the final financial statement is so defective that ADA is neither able to examine nor correct it, the Contractor shall remediate it.
- 5.1.2. The originals of all receipts serving as evidence must be submitted to ADA. ADA will accept as evidence only receipts issued in the name of the Contractor and which clearly demonstrate a direct relation to the execution of this Contract. ADA may mark the original receipts accordingly.
- 5.1.3. As a general rule, costs incurred in a foreign currency must be invoiced at the exchange rate resulting from the relevant foreign exchange purchase receipts, which must be enclosed together with the Contractor's financial statements. If no such receipt is presented, ADA may use the rate defined by the Austrian Federal Ministry of Finance for the relevant foreign currency (Kassenwert) which applies to the month in which the relevant transaction occurred, less a 25% deduction.
- 5.1.4. The Contractor shall retain all receipts and work product in good order for at least ten years. The retention period commences upon ADA's written notice to the Contractor that it has approved the Contractor's final financial statement.
- 5.1.5. If accounting for parts of the performed services (Teilleistungen) by means of interim financial statements is agreed, sections 5.1.1 to 5.1.4 apply analogously to such interim financial statements.

6. Oversight by ADA

- 6.1.1. ADA may at any time inspect the status and results of performance of the Contract. The Contractor shall grant officers and agents of ADA access to the relevant (written or electronic) receipts, correspondence and other records and allow them to perform on-site inspections for purposes of overseeing the execution of this Contract in compliance with the terms and conditions thereof, and for purposes of exercising oversight of proper accounting. The Contractor furthermore shall provide ADA or its agents with all requested information related to this Contract and designate a point of contact for further information requests. The decision as to whether any particular information is related to this Contract is vested in the individual auditor.

7. No Transfer, Assignment or Pledge

- 7.1.1. The Contractor shall not dispose of claims arising from this Contract, whether by assignment, instruction, pledge, or any other way; dispositions made in breach of this section 7.1.1 have no

legal effect *vis-à-vis* ADA and are not enforceable against ADA. Accordingly, the Contractor shall not make direct transfers to its creditors.

8. Termination of this Contract

8.1. Cancellation

8.1.1. ADA may cancel this Contract at any time in whole or in part. If none of the grounds for rescission pursuant to section 8.2 apply, the Contractor shall receive reimbursement of expenses incurred pursuant to the Contract up to the date of cancellation and, regarding services performed on or before the date of cancellation, remuneration corresponding to the services performed. The Contractor may charge a cancellation fee of up to 10% of the portion of the remuneration attributable to the services not yet performed. ADA does not provide any remuneration for services not performed.

8.2. Rescission

8.2.1. ADA may resile from this Contract for good cause with immediate effect. The right to resile from this Contract may be asserted without limitation in time until this Contract has been fully executed. Good cause includes, without limitation, the following situations:

- a) *the opening of insolvency proceedings against the Contractor is rejected due to a lack of assets covering costs;*
- b) *the Contractor is in default of performing this Contract (delay); if the services are to be rendered in parts and the Contractor is in default with only one part of them, rescission may be declared only with regard to that part of the services or with regard to all outstanding services, unless the services already performed are entirely or almost of no value to ADA. ADA's declaration of rescission shall include a reasonable grace period. It remains effective only if the Contractor fails to perform the outstanding services within the grace period;*
- c) *present circumstances manifestly render the timely execution of this Contract impossible, unless ADA itself bears responsibility for such circumstances;*
- d) *the Contractor concludes a subcontract without ADA's prior approval (section 1.5.1);*
- e) *if any person or institution is offered, promised or granted a gift or other benefit in connection with the award of this Contract, or if, at the time this Contract is awarded, any non-disclosed connection of a personal or financial type exists between the Contractor or any of the Contractor's employees and a person employed or engaged by ADA who was involved in carrying out the specific contracting procedures;*
- f) *if, in the event of a conflict of interest, the Contractor and ADA are unable to reach agreement on further action. ADA shall not refuse any proposal of the Contractor which eliminates the conflict of interest whilst still performing the Contract in the same manner (such as by replacing the individuals in question by staff of equal merit);*
- g) *if the Contractor fails to promptly remedy a case of sexual exploitation, harassment or sexual abuse (section 2.2.2) or fails to immediately report a (suspected) case to ADA;*
- h) *the Contractor fails to promptly report an event which would delay or render the execution of this Contract impossible or would require modification thereof;*
- i) *the Contractor breaches the restraint on dispositions (section 7);*
- j) *the Contractor or a person employed or commissioned by it for the performance of this Contract breaches the confidentiality obligation (section 3);*
- k) *the Contractor takes action aimed at causing harm to ADA, in particular, where the Contractor makes arrangements with other enterprises to the disadvantage of ADA, which violate public policy or which contravene the principle of competition;*

- l) the Contractor impedes or prevents the oversight measures provided for under section 6;*
- m) the acts of the Contractor are detrimental to the interests of the Republic of Austria or ADA or where complaints are made by the government of the country of assignment or by the project partner in the country of assignment; the same applies with respect to acts of agents of the Contractor and family members travelling with the Contractor, where the Contractor fails to immediately comply with ADA's request to recall such persons;*
- n) in the event of any other material breach of this Contract such as, in particular, any breach of contractual duties, where such breach is a sustained breach and continues or is repeated despite ADA issuing a written warning;*
- o) in the event of the death, loss of legal capacity or dissolution of the legal entity of the Contractor or of one of multiple Contractors;*
- p) where political grounds or crises require discontinuation of the execution of this Contract;*
- q) where the Contractor's business activities or its business is discontinued or closed down;*
- r) where a transfer of the business or a change in the shareholder structure or the ratio of shareholdings occurs (e.g. withdrawal of shareholders, accession of new shareholders); or*
- s) where the Contractor's business, parts of the business or significant assets, facilities or rights of the Contractor are sold, transferred and/or conveyed, leased, rented or otherwise assigned, hived-off or otherwise spun-off in any way, whether against payment or free of charge.*

8.3. Consequences of rescission

- 8.3.1. Where ADA declares rescission under section 8.2.1, the Contractor loses all entitlement to remuneration and reimbursement of costs (Article 3 of the Contract), unless the Contractor already performed parts of the agreed services and those services are useful as such. Where the Contractor has no entitlement to remuneration, the Contractor shall immediately refund any payments previously received from ADA, with interest at a rate of four percentage points p.a. over the currently applicable base interest rate from the date of receipt of each payment.
- 8.3.2. Notwithstanding section 8.3.1, in the event of a rescission pursuant to section 8.2.1.p) (political grounds or crises), the Contractor may claim remuneration corresponding to the services performed and, if applicable, reimbursement of expenses incurred pursuant to this Contract up to the date of service of the notice of rescission.
- 8.3.3. Without prejudice to further statutory claims ADA may have, where the Contractor bears fault for the occurrence of the grounds of rescission, the Contractor shall compensate ADA for any additional costs incurred by substitute performance through third parties and any audit costs which may arise in connection with ADA's investigation of the grounds of rescission (e.g., contracting third-party auditors, travel expenses of officers and directors of ADA), unless such costs are already covered by liquidated damages (section 11.2).
- 8.3.4. In the event of rescission of this Contract, the Contractor shall immediately discontinue performing the services and shall provide to ADA a final narrative report and a final financial statement covering the services performed.

9. Warranty

9.1. Scope of warranty

- 9.1.1. The Contractor hereby warrants that the services performed are in compliance with and have the characteristics expressly stipulated in this Contract, meet the quality standards reasonably expected, comply with the legal rules and regulations in effect at the place of performance and, where the services pertain to technical services, are state-of-the-art.

9.2. Primary warranty remedies

9.2.1. After execution of the services (delivery or completion of the services) upon ADA's request, the Contractor shall, without delay and without any claim for additional remuneration, eliminate any defects which may be present by making repairs or by supplemental services through the supply of items which are lacking, or replace the services or items, in each case with the least possible inconvenience to ADA.

9.3. Secondary warranty remedies

9.3.1. Without prejudice to ADA's right to assert additional claims based on any legal grounds whatsoever, if the remediation or replacement is impossible or gives rise to disproportionately high costs for the Contractor as compared with the other remedy, or if the Contractor fails to remediate the defect at all, or fails to do so in time or fails to fully remediate, or where such remediation would result in considerable inconvenience to ADA or is unreasonable to ADA for well-founded reasons relating to the identity of the Contractor, the following applies:

- a) *Where the defect is not of a de minimis nature (Section 932 (4) Austrian General Civil Code, ABGB, Collection of Laws No. 946/1811, as amended), the Contractor forfeits its entitlement to remuneration and shall repay any amounts previously received plus interest thereon at a rate of four percentage points over the currently applicable base rate p.a., as calculated from the date of receipt of the amounts.*
- b) *Where the defect is of a de minimis nature, ADA may apply an appropriate reduction to the remuneration.*
- c) *Without prejudice to any other claims under this section 9, where in cases covered by this section 9.3, ADA commissions a third party to remedy a defect, the Contractor shall pay damages to ADA equal to the costs of remediation of defects actually incurred, to the extent they, in cases covered by section 9.3.1.a), exceed the remuneration, and in cases covered by section 9.3.1.b) exceed the reduction to the remuneration.*

9.4. Warranty period

9.4.1. ADA may, by legal action, assert warranty claims relating to immovable property within three years, relating to moveable property within two years from the date of execution of the services.

9.4.2. The time between the request for remediation and the expiry of the remediation period does not count as a part of the warranty period.

9.4.3. The warranty period in no case ends before expiry of the period applicable to the Contractor for its own warranty claims against subcontractors. The Contractor shall assign such claims to ADA at ADA's request.

9.5. Statutory rights

9.5.1. ADA's right to assert further legal claims in addition to warranty claims, in particular claims for damages, remains unaffected. Unless stated otherwise in this section 9, Sections 922 to 933 b ABGB, as amended, apply.

9.6. Interest

9.6.1. To the extent the Contractor is required to refund compensation previously received due to warranty claims, or is required to pay compensation for damages, such claims are subject to interest at a rate of four percentage points p.a. over the base rate, calculated from the date of receipt of the amounts.

10. Indemnification against third party claims

10.1.1. The Contractor shall indemnify and hold harmless ADA from and against any and all claims of third parties in connection with this Contract. This obligation includes the reimbursement of all costs of any legal proceedings and other expenses incurred by ADA in this regard. In case a legal action is brought against ADA, the Contractor shall, at ADA's first request, join the proceedings as intervening party on ADA's side.

11. Contractual penalty and liquidated damages

11.1. Failure to meet deadlines

11.1.1. Unless otherwise provided in this Contract, the Contractor shall pay a contractual penalty equal to at least one-thousandth of the agreed compensation for each calendar day by which the period of performance is exceeded. ADA is not required to prove actual damages and ADA's claim for this contractual penalty does not limit ADA's right to claim documented damages exceeding the amount of the contractual penalty.

11.1.2. The contractual penalty becomes due as soon as the Contractor is in default and is unable to prove that it is not responsible for the delay.

11.1.3. The contractual penalty must be paid for the time by which the performance period is exceeded until all contractual obligations have been fully performed; however, if this Contract is terminated by rescission and if the Contractor is responsible for the circumstances leading to such rescission, then the contractual penalty is calculated only for the period until the Contractor's receipt of the declaration of rescission, notwithstanding the other consequences thereof. Where the contractual penalty is not set in days but rather in weeks or months, in calculating such penalty one calendar day is deemed to equal 1/7th of a week or 1/30th of a month.

11.2. Liquidated damages

11.2.1. Where the Contractor culpably breaches an obligation under section 8.2.1.d), 8.2.1.e), 8.2.1.j) or 8.2.1.l), ADA may claim liquidated damages equal to 50% of the agreed compensation, without prejudice to any claim for damages exceeding such amount.

12. Intellectual property rights

12.1. No infringement

12.1.1. The Contractor warrants that in performance of this Contract, no copyright or intellectual property rights will be infringed.

12.2. Right of use

12.2.1. Without ADA's prior written consent, the Contractor shall not use or exploit information or data provided by ADA or prepared by the Contractor for unrelated purposes.

12.2.2. The Contractor hereby assigns to ADA the exclusive, irrevocable, unrestricted as to place, assignable and transferable right of use covering all types of use, in respect of all domestic or foreign intellectual property rights, applications for registration of intellectual property rights, inventions, construction documents, processes, design documents, methods, and documents and work product created or procured in performance of this Contract.

12.2.3. ADA shall not exploit the right of use transferred and assigned to it except in the course of implementing measures of development cooperation.

13. Multiple contractors

13.1.1. If there is more than one Contractor, all Contractors shall be jointly and severally liable to ADA for performance of all obligations under this Contract.