

Annex A

Terms of Reference

DFID's Climate Smart Agriculture (CSA) programme

Management of the Results Facility and Evidence, Learning and Influencing component

1.0 Introduction

1.1 The Department for International Development (DFID's) mission is to help eradicate poverty in the world's poorest countries. This is underpinned by our set of values:

- Ambition and determination to eliminate poverty
- Ability to work effectively with others
- Desire to listen, learn and be creative
- Diversity and the need to balance work and private life
- Professionalism and knowledge

1.2 DFID has appointed the Service Providers (SP) who embrace the DFID supplier protocol and in addition demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors in an ethical and responsible manner, complying with International Labour Organisation (ILO) standards on labour, social and human rights matters.

1.3 Value for Money (VfM) is important for all DFID programmes and as such, in all our activities, we will seek to maximise the impact of DFID's spend on programmes and encourage innovative ideas from our partners and suppliers to help us to deliver Value for Money.

Scaling-up Climate Smart Agriculture in Eastern and Southern Africa Programme:

1.4 Launched in 2013 and running to March 2018, the aim of the CSA programme is to: *"Improve knowledge, policies and longer-term incentives and to drive increased uptake of Climate Smart Agriculture (CSA) across Southern and East Africa"*. In doing so, the CSA programme directly contributes to the implementation of the Tripartite's (COMESA, EAC and SADC) Programme on Climate Change (Annex 1)

1.5 The CSA programme consists of four core components:

1. Results Facility (RF);
2. Evidence, Learning and Influencing (ELI);
3. Risk and Vulnerability Assessment and Analysis (RVAA), and;
4. Policy development and influencing.

2.0 Scope of the contract

2.1 The UK's Department for International Development has engaged the Service Provider (SP) to design and deliver the Results Facility (RF) and the Evidence, Learning and Influencing (ELI) component of the **Climate Smart Programme – Scaling-up Climate Smart Agriculture in Eastern and Southern Africa**”

2.2 The contract is expected to commence in April 2015 and end in March 2018 with the possibility of an extension of up to two years subject to satisfactory performance, continued need and availability of funding.

2.3 This procurement exercise is solely for the scope, design, delivery and management of the RF and ELI components (Components 1 and 2). Bidders should include, all costs associated with the delivery of the RF and the ELI within their bids.

2.4 Delivery of the RVAA and Policy components are managed under separate contracts and Memorandum of Understandings (MOUs) with SADC and COMESA respectively, hereafter referred to as Regional Economic Communities (RECs).

2.5 DFID has engaged the Service Provider to design and manage a mechanism/s, which achieves the following objectives, results and outputs as set out in the DFID Business Case (Annex 2):

2.6 The objectives of the RF and ELI are to:

- Establish a regional catalytic facility to support investments in national climate smart agriculture programs; and
- To drive forward transformative research and evidence development within Southern and East Africa.

2.7 The stated results from the RF and ELI are:

- The RF will result in an increased number of “farmers using improved, locally relevant climate resilient agriculture practices in order to increase their climate resilience”.
- The ELI will deliver “evidence and learning on climate resilient agriculture practices to enhance effectiveness of programme delivery and global knowledge”.

2.8 The stated outputs from the RF and ELI are:

- Farmers using improved, locally relevant, climate smart agricultural practices in order to increase their climate resilience.
- Evidence and learning on climate smart agricultural practices used to enhance effectiveness of programme delivery and global knowledge

2.9 The scope of work to be delivered by the Service Provider under this contract will include the full breath of the programme cycle including; scoping, design, implementation and closure.

2.10 The contract will include annual break points and continued implementation of the contract will be dependent on satisfactory performance of the Service Provider and progress against the expected outputs and deliverables. Progression from one phase of the contract to the next will require written approval from DFID and any expenditure incurred by the Service Provider without prior approval will be at the Service Provider's risk

3.0 Objectives/Outcomes

3.1 The contract will be delivered under four key phases which include (1) Scoping Phase (2) Design Phase (3) Inception Phase and (4) Implementation Phase. The Service Provider is invited to provide a proposed work programme for each phase as part of tender exercise.

Phase 1 - Scoping Phase:

a) Objective:

- a. To scope out the need, demand for and relevance of the RF and ELI within the context CSA advances in Sub Saharan Africa.
- b. The Service Provider is expected to undertake a thorough situational analysis of needs and demands for climate smart agriculture in the region. This should include an assessment of existing approaches, programmes, potential for strategic partnership, evidence and knowledge within the region.

b) Outcomes:

- a. A sound evidence base has been developed on the need, demand and relevance of the RF and ELI in Sub-Sahara Africa – including on the political, social and economic environment.
- b. Potential delivery mechanisms have been identified and options for implementation have been analysed.
- c. Key stakeholders – including the RECs - have been consulted and potential strategic partners have been identified.

Phase 2 - Design Phase:

a) Objective:

- Design an effective RF and ELI, best suited to deliver the need set out under (a) above and objectives set out in para 2.2 and in the DFID Business Case.

b) Outcomes:

- At least two options for the RF and ELI interventions have been designed and presented to DFID for consideration.
- Through a facilitated consultation process with DFID and other key stakeholders (as identified in the scoping phase) agreement has been reached on the most favourable design for the RF and ELI.

c) The options and final delivery mechanism/s for the RF and ELI must be consistent with the following:

- Adds value to conservation agriculture and research interventions identified in the scoping phase and which addresses important challenges identified with implementation of these programmes.
- Will deliver results identified in the approved DFID Business Case and Logical Framework for the RF and ELI components. If during design of the programme it becomes evident that results are not achievable within the timeframe, the Service Provider will be expected to propose new results and annual targets.
- Uses aid instruments (a challenge fund, direct grant funding, or a mixture of both or other instruments) that will be transparent, effectively deliver desired results, maximise impact of funds available and minimises fiduciary risks associated with delivery.
- Includes a governance structure which involves the participation of the Tripartite and other relevant regional institutions. DFID will be required to approve all investment decisions (i.e. DFID must give approval to all grants/sub-contracts) before funds are formally committed.
- Establishes an effective monitoring and evaluation framework to monitor results, value for money metrics (to be proposed by the Service Provider), and effectiveness of delivery. This will provide the evidence to enable the programme to evolve and enhance delivery as implementation progresses.
- Actively encourages risk management during implementation
- Is consistent with DFID Smart Rules.

- Actively manages a communications and influencing strategy for the programme.
- Allows for efficient and effective communication with all stakeholders for the purpose of enhancing programme delivery and leverage investment and support.
- Potential for establishing strategic partnerships as one of the delivery mechanisms
- The Service Provider will need to take into account that DFID expects 85% of programme funds available to support activities to deliver RF results and the balance of 15% to deliver ELI results.

Phase 3 – Inception Delivery Phase

a) Objective:

- a. To move from design to delivery by putting in place all structures, systems and staff required to implement the RF and ELI.
- b. The time-scale and deliverables from the Inception Phase are to be proposed by the Service Provider.

b) Outcomes:

- a) Full staff contingent contracted and in post.
- b) Office established and functioning effectively.
- c) All programme management systems developed and approved by DFID; including governance arrangements, M&E framework, risk management and due-diligence systems developed, annual work plan and budget (accurate to within 3% monthly forecast).

Phase 4 Full Implementation Phase:

• Objective:

- To implement and manage the RF and the ELI up to March 2018, with the potential of an extension of up to 2 years depending on performance, continued need and availability of funds.

b) Outcomes:

RF and ELI:

- RF and ELI components are implemented and managed within the agreed parameters set out in the above documentation.
- RF and ELI component structures are set up and are functioning within agreed time-scale.
- Governance structure is established and functioning effectively.
- Annual results milestones are achieved and programme is on track to achieve programme level targets and indicators.

Finance:

- Programme funds are managed and disbursed within a 3% variance to budget/forecast spend.
- Robust financial management and reporting of expenditure of DFID funds are provide on a quarterly and annual basis as agreed.
- Coordinate with other donors, implementing institutions of other CSA / initiatives and the other RVAA and Policy components of the programme to maximise synergies.

4.0 Deliverables

4.1 The Service Provider will be required to propose clear timebound deliverables with success criteria for each phase of the contract. These deliverables will need to be consistent with the outputs of the programme and objective for each phase. The deliverable's will also need to be consistent with DFID's expectations on responsible programme management. The final approved list of deliverables for each phase will be agreed with DFID prior to the commencement of each phase.

5.0 Methodology

5.1 DFID is not stipulating the methodology for the design and delivery of the RF and ELI. Instead, the Service Provider is expected to draw on experience, expertise and knowledge of climate smart agriculture and relevant instruments to design the most effective delivery mechanism to achieve the objectives, outcomes and results stated above.

6.0 The Recipient

6.1 The main beneficiaries of the programme will be the recipients of funding and technical assistance under the RF and the ELI. These will include, but not restricted to farmer focused institution active within the Tripartite member states including civil society organisations, non-governmental organisations, research institutions and the private sector.

6.2 DFID will be the contracting authority and will be responsible for monitoring and managing the performance of the Service Provider and the contract.

7.0 Time scale

7.1 The Service Provider is expected to commence implementation of the programme by April 2015. The Service Provider is invited to develop a time-frame for the scope, design and inception phases in accordance with this deadline as part of the tender submission.

7.2 Once the contract has been signed between DFID and the Service Provider, the Service Provider is expected to mobilise their team essential for delivery of the scoping phase within 2 weeks of signing the contract.

7.3 Similarly, once DFID has given approval to proceed to each subsequent phase, the Service Provider will be expected to mobilise key personnel within 2 weeks of approval.

8.0 Performance Requirements

8.1 The Service Provider will be expected to demonstrate evidence of strong performance, delivering value for money and applying rigorous quality assurance and due-diligence controls throughout each phase.

8.2 DFID must approve all workplans, resource plans, proposed delivery outputs/milestones and related success criteria, payment plans under each phase before commencement of that plan can begin.

8.3 The Service Provider will be expected to consult with DFID at critical stages of each phase particularly where a programmatic decision is required. This is particularly so during the design phase where it is envisaged a decision on aid instruments to use will be required before detailed design can be finalised.

8.4 The Service Provider will be expected to provide robust financial management of DFID funds during each phase. The Service Provider will be requested to outline in their tender bids their approach to providing robust financial management for each phase.

8.5 The team put forward by the Service Provider should demonstrate strong, relevant skills and capabilities to deliver the programme outputs and should be available for the duration of the contract.

8.6 All reports submitted to DFID must be error free and submitted on time to agreed quality standards using designated or approved reporting templates.

8.7 The Service Provider will be expected to operate within their proposed fees and budgets as specified within their tender.

8.8 No deviation from this plan will be permitted without prior approval by DFID.

8.9 Any non-agreed overspend will have to be met by the SP.

8.10 Poor or unsatisfactory performance by the Service Provider will result in the Service Provider being put on a Performance Improvement Plan and

where necessary, DFID reserve the right to withhold payments and to suspend or terminate the contract.

8.11 The contract and programme will be subject to Annual Reviews. The Service Provider will be expected to cooperate with the Annual Review team in providing necessary project documentation for review and will be available for related meetings or interviews by the Annual Review team.

9.0 Payments

9.1 Payments on the contract will be paid upon satisfactory achievement of agreed outputs and / or approval of agreed contract deliverables. The Service Provider is to propose payment schedules for each of the four phases to include clear contract deliverables against phases 1, 2, 3 and 4. Payments for Phase 4 will be linked to delivery of programme outputs and the logframe. The Service Provider is to include with their submission, indicative outputs proposed and related payments against those outputs – these will be finalised and agreed prior to commencement of Phase 4. The proposed payment schedules for all phases should include clear and measurable success criteria which will form the basis for triggering payment due.

9.2 The Service Provider is to submit their application for payment to DFID, including all relevant substantiation and evidence to demonstrate achievement of the outputs and/or milestones as included in the contract. No payment shall be made for deliverables without prior DFID approval and verification of completed work.

9.3 DFID reserves the right to withhold payment for unsatisfactory or poor performance.

9.4 The Service Provider is to submit as part of their tender, a Schedule of Rates which will be used should additional services be required that fall outside this Terms of Reference.

10.0 Reporting

10.1 The Service Provider will be expected to provide the following reports to DFID:

Scoping Phase:

- Presentation of a report to DFID.

Design Phase:

- Presentation of a draft report on proposed design of the RF and ELI.

Inception Phase:

- Presentation of an Inception Report.

Implementation Phase

- Quarterly financial and progress reports (in agreed format) which provide progress against workplan deliverables, logframe and contract deliverables, risk register, lessons learnt and budget execution and a cash flow/expenditure profile for subsequent financial quarters for the remaining duration of the programme.
- Annual workplan and budgets with milestones for delivery.
- Detailed annual progress and financial report, including details of activities completed and outputs achieved evidenced by programme monitoring and evaluation data to facilitate DFID's annual reviews.
- Copies of progress, financial reports of any sub-contractor or grant recipient funded by DFID funds.
- Copies of independent audited accounts approved by an audited firm recognised by DFID together with certification concerning the adequacy of internal control of all DFID funds managed by the Service Provider and grant recipient.
- Within 2 months of the completion of a contract, a project completion report in DFID standard format.

11.0 DFID co-ordination

11.1 The DFID Lead Adviser for this contract will be Georgina Ayre. The Programme Manager will be Wilma Swanepoel and Steve Burton. Steve Burton will be the first point of contact in respect of this contract.

12.0 Scale Up/Down

12.1 The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the Programme (i.e. in relation to the Programme's inputs, outputs, deliverables, outcomes and any challenge fund element) during the course of the contract.

13.0 Duty of care

13.1 The Service Provider must conform to DFID information security policy at all times and confirmation of this must be included in the annual audit report confirming adequacy of control.

13.2 DFID considers the risk to Suppliers operating in Southern Africa to be medium (see Annex D of this ToR). The Service Provider is responsible for

the safety and well-being of their Personnel (as defined in Section 2 of the Contract) and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

13.3 Wherever possible, all Service Provider Personnel will be sent a written security briefing by DFID prior to arrival. All such Personnel must register with their respective Embassies to ensure that they are included in emergency procedures.

13.4 The Service Provider is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the Service Provider must ensure they (and their Personnel) are up to date with the latest position.

13.5 Tenderers must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID (see Annex 3 of this ToR). The Tenderers must confirm in their tender bids:

- They fully accept responsibility for Security and Duty of Care.
- They have made a full assessment of security requirements.
- They have the capability to provide security and Duty of Care for the duration of the contract.

13.6 If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your tender will be viewed as non-compliant and excluded from further evaluation.

13.7 Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence.

13.8 Whilst the ultimate responsibility on decisions to travel rests with the supplier and their partners, where additional risk assessment data for a country to be visited is not provided within this tender, then if the supplier provides at least 14 working days advance notice to DFID then where appropriate, DFID will attempt to contact the respective British High Commission within that country (if present in that country) to attempt to obtain additional risk assessment data to support the supplier's decision on making travel arrangements. However, it cannot be guaranteed that this data will be available and it must be stressed that the final decision on whether to travel rests with the supplier also taking into account their own risk assessment data and procedures.

14.0 Background

14.1 The three Regional Economic Communities (RECs) of Eastern and Southern Africa – namely COMESA, EAC and SADC – reached a Tripartite agreement in 2008 in order to harmonise their work and maximise their capacity to improve the quality of life of people within member states. One early initiative of the Tripartite is its Programme on Climate Change Adaptation and Mitigation in the Eastern and Southern Africa (COMESA-EAC-SADC) Region. This programme was launched in 2011, and supports diverse climate change adaptation and mitigation projects in the 26 member states. Key objectives of Tripartite’s Programme on Climate Change include providing policy support to develop national climate finance channels, mainstreaming climate change across institutions, supporting the establishment of national Climate Smart Agriculture (CSA) Task Forces, fostering the roll-out of CSA practices to 1.2 million households, strengthening vulnerability assessment and analysis, and strengthening research capacity and the evidence base to support CSA. The Tripartite’s Programme on Climate Change was designed to run from 2012 to 2016 with an initial budget of \$100 million from three donors, namely DFID, the Royal Norway Embassy, and the EU.

14.2 The DFID Business case was approved in December 2010 and contributes towards the Tripartite Climate Change Programme. As mentioned above the RF and ELI components contribute towards SO 4 *“To strengthen capacity for national research and training institutions and implementation of research programmes”* and SO 7 *“To establish a regional catalytic facility to support investments in national climate smart agriculture programs”*.

14.3 The prospective tenderers might want to take cognisance of the outcome of detailed Tripartite and donor discussions during 2013 on operationalising the RF and ELI. Details of these discussions can be found at Annex 4:

154.0 Background documents:

- COMESA-EAC-SADC Tripartite Programme on Climate Change documents (Annex 1)
- DFID Business Case and Logframe (Annex 2)
- Duty of Care Assessment (Annex 3)
- 2013 Note on Tripartite/donors discussions on operationalising RF & ELI (Annex 4)
- MoU between COMESA and DFID – July 2014

Annex 4

NOTE ON Tripartite/donors discussion on operationalising RF and ELI

A) In the context of the Results Facility, “Climate Smart Agriculture” is defined as covering a range of approaches including:

- Conservation agriculture – Reduced tillage, mulching, and crop rotation using legumes;
- Agroforestry – Integration of trees into the farming system;
- Improved rangeland management – Fostering improved pastures (and hence both climate resilience and carbon sequestration in vegetation and soils) via reducing uncontrolled burning, supporting rotational grazing, and introducing selected fodder grasses and trees;
- Other innovative approaches to increasing resilience to climate change and/or the sequestration of carbon within agricultural systems.

B) In respect of the ELI the following approaches and objectives were discussed:

- The ELI will seek to capture and communicate the key lessons needed to support the widespread adoption of CSA practices across ESA countries. It will also help inform implementation of the Tripartite’s Programme on Climate Change generally.
- While generating evidence is important, it is using evidence to catalyse change that is the key. To do this requires a three-pronged approach:
 - Ensure that the evidence generated is driven by the needs of decision-makers;
 - a) Ensure that evidence is high quality and convincing and
 - b) Proactively insert the relevant evidence where it is needed to facilitate change.
- These goals will be achieved by bringing together the three ELI components:
 - **Evidence:** *To ensure that questions that arise about CSA are convincingly answered;*

- **Learning:** *To progressively improve the success and effectiveness of projects as they proceed;*
- **Influencing:** *To proactively ensure that those with the power to enable wider adoption of CSA are exposed to the relevant evidence-based arguments.*

- In order to achieve its objective, ELI should concentrate on five outputs which have been developed in consultation with key stakeholders in the region:

- a) Synthesis of existing knowledge on CSA in Eastern and Southern Africa;
- b) Impact assessment and lessons from existing CSA projects;
- c) Impact assessment and lessons regarding CSA from experience to date with the overall UCSA Fund and Tripartite Programme on Climate Change;
- d) New research on barriers which constrain adoption of CSA practices by farmers;

Targeted and strategic communication of evidence to inform CSA policy and practice