

[**Territorios Forestales Sostenibles (TEFOS) Monito**](https://www.delta-esourcing.com/delta/buyers/tenders/viewTenderStatus.html?id=550509508)**ring, Evaluation and Learning Supplier**

Terms of Reference

Tender Reference Number: 2599-09-2020

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**Glossary**

|  |  |  |
| --- | --- | --- |
| AFOLU | | Agriculture, Forest and Other Land Use |
| BEIS | | Department for Business, Energy and Industrial Strategy |
| CFWU | | Counter Fraud and Whistleblowing Unit |
| CONALDEF | National Council to Combat Deforestation and Other Associated Environmental Crimes | |
| CSSF | | Conflict, Stability and Security Fund |
| DfID | | Department for International Development |
| DP | | Delivery Partner |
| ETI | | Ethical Trading Initiative |
| FARC | | The Revolutionary Armed Forces of Colombia - People's Army (Spanish acronym) |
| FCO | | Foreign and Commonwealth Office |
| FLU | | Forest and Land Use |
| GDPR | | General Data Protection Regulation |
| GEA | | Gender Equality Act |
| GEFA | | Global Evaluation Framework |
| GNU | | Germany, Norway, UK |
| GoC | | Government of Colombia |
| GHG | | Greenhouse Gas |
| GSR | | Government Social Research |
| HMG | | Her Majesties Government |
| ICF | | International Climate Finance |
| ILO | | International Labour Organisation |
| IDB | | Inter-American Development Bank |
| ITT | | Invitation to Tender |
| JDI | | Joint Declaration of Intent |
| KPI | | Key Performance Indicator |
| MDBs | | Multilateral Development Banks |
| M&E | | Monitoring and Evaluation |
| MEL | | Monitoring, Evaluation and Learning |
| NDP | | National Development Plan |
| NDC | | Nationally Determined Contribution |
| ODA | | Official Development Assistance |
| PDETs | | Territorially Focused Development Programmes (Spanish acronym) |
| PES | | Payment for Ecosystem Services |
| PN | | Promissory Note |
| REDD+ | | Reduce Emissions from Deforestation & Forest Degradation, enhance forest carbon stocks |
| RPIX | | Retail Price Index |
| SME | | Small & Medium-sized Enterprise |
| SRO | | Senior Responsible Officer |
| TA | | Technical Assistance |
| TEFOS | | Territorios Forestales Sostenibles |
| ToC | | Theory of Change |
| ToR | | Terms of Reference |
| UKPACT | | UK Partnering for Accelerated Climate Transitions |
| UNFCCC | | United Nations Framework Convention on Climate Change |
| UNODC | | United Nations Office for Drugs and Crime |
| VfM | | Value for Money |
| WBG | | World Bank (the Bank) |

**Terms of Reference for Territorios Forestales Sostenibles (TEFOS) Monitoring, Evaluation and Learning.**

# 1. Introduction to tender

[TEFOS](https://devtracker.dfid.gov.uk/projects/GB-GOV-13-ICF-0039-ForTREES/documents) (Territorios Forestales Sostenibles) is a new flagship programme under the Department for Business, Energy and Industrial Strategy’s (BEIS) International Climate Finance (ICF). It will provide grant funding to support the Government of Colombia (GoC) to tackle deforestation in conflict-affected areas, through three programme “Pillars”:

1. Strengthening land registry systems to incentivise sustainable land management,
2. Strengthening the criminal justice system to tackle environmental crime in deforestation hotspots, and
3. Creating and promoting innovative, sustainable economic opportunities for communities.

TEFOS will provide £64m of funding for activities from March 2020 to end of 2026. BEIS has identified monitoring, evaluation and learning (MEL) as core to the success of TEFOS. This terms of reference is for delivery of MEL services for TEFOS over the lifetime of the programme (2020 – 2026) plus one year beyond, in order to:

1. Provide monitoring during programme implementation (2020 – 2026) to inform evidence-based programme management and delivery and allow learning to take place. Findings from the MEL Supplier will directly result in changes to how the programme is implemented.
2. Support strong reporting oversight and provide critical, constructive guidance to ensure that the three separate Pillars of the programme work together coherently to realise the desired outcomes.
3. Generate robust evidence to inform the design of Pillar 3 of the programme, and which specific (sub)sectors and activities should be the focus.
4. Undertake an ex-post impact evaluation to provide evidence of TEFOS’ impact, and to provide lessons for future international forest and land use programmes.

In proposing a suitable methodology, the MEL Supplier must address the requirements outlined in Section 3.

BEIS may require amending the agreement during delivery if the TEFOS programme changes in scope, duration or value. As such the MEL Supplier should be able to adapt to manage these processes, potentially with new or fewer tasks required, so long as the objectives of this Contract remain to be met and changes are within the principles set out in the Public Contract Regulations 2015. If a variation is required, the MEL Supplier will be asked to price this which will be confirmed through a Contract amendment as detailed in the Terms and Conditions.

The MEL Contract will commence in 2021 (pending a successful delivery partner review)[[1]](#footnote-2) and end in December 31st 2027. If agreed by both parties, this Contract may be extended beyond the planned contract duration by up to an additional twelve months, but only to complete tasks which may have been delayed in delivery or to allow suitable time for handover to a new organisation following re-procurement of comparable services. Take up of any extension period is subject to BEIS’ approval and the continuing needs of the Contract.

This project was the subject of a recent mini competition using DfID’s (now FCDO’s) Global Evaluation Framework Agreement (GEFA), Lot 2. However, the mentioned call for competition did not result in a response received which met BEIS’ minimum quality criteria and as such no contract was awarded. This competition will be conducted through the Open Competition process as defined in the Public Contract Regulations 2015, more detail of which is contained within the procurement documentation. This Terms of Reference has changed since that failed competition and a copy of the previous terms of reference has been included as an annex to the tender pack for transparency. This contract will be funded utilising Overseas Development Assistance Funds in the form of the International Climate Finance programme.

# 2. Background

## 2.1 International Climate Finance objectives

Keeping global warming to well below 2oC, in line with the Paris Agreement, can only be achieved by reducing greenhouse gas emissions from all sectors including food and land use. An estimated 23% of net global greenhouse gas (GHG) emissions from 2007 - 2016 came from agriculture, forestry and other land-use (AFOLU)[[2]](#footnote-3) and the largest source of CO2 emissions in this period was tropical deforestation. Moreover, rates of deforestation appear to be increasing; 2018 saw the fourth-highest level of tropical deforestation since record-keeping began in 2001.[[3]](#footnote-4)

While the AFOLU sector is a significant driver of GHG emissions, it could also be one of the most powerful climate solutions. The largest potential for reducing emissions from the land sector is from halting and reversing emissions from forest loss[[4]](#footnote-5) which could cost-effectively deliver up to 37% of the CO2 reductions needed globally by 2030.[[5]](#footnote-6) By 2050, without a global shift toward smarter agriculture and forest management, the associated changes in land use could consume 70% of the total, global GHG budget. ibid

Deforestation and forest degradation also undermine the livelihoods of 1.6 billion of the world’s poorest people. Without rapidly reducing emissions from deforestation and unsustainable land use, the global climate and development goals will not be met. BEIS already focusses a significant portion of its ICF support on AFOLU programming, aiming for 20% of the Department’s total ICF spend. This plays a significant role in the sector internationally, with less than 3% of climate change mitigation finance from multilateral donors and developed country institutions spent on addressing deforestation and protecting forests in tropical countries.

Alongside other developed countries, the UK committed to jointly mobilise $100 billion per year in climate finance to developing countries from public and private sources. As part of this commitment, the UK pledged to provide at least £5.8 billion of ICF between 2016 and 2020. This includes a joint commitment of $5 billion with Germany and Norway for countries who bring forward ambitious projects to halt deforestation. The UK’s ICF helps developing countries mitigate and adapt to the impacts of climate change, reduce deforestation, and pursue clean economic growth. The ICF is focused on transformational change, reflecting the scale of the challenge of climate change.

## 2.2 BEIS ICF in Colombia

Over the past decade, the UK and Colombia have demonstrated pioneering leadership to tackle climate change and both countries have recognised the centrality of climate to economic growth in the form of the UK’s Clean Growth Strategy and Colombia’s Green Growth Policy. Colombia has long been an ally of the climate and environment agenda showing regional leadership by placing 53% of its Amazon region under legal ownership of indigenous forest-dependent peoples, among the world’s highest proportions of indigenous ownership of forests. It continues to demonstrate climate leadership through the Leticia Pact, signed in 2019.[[6]](#footnote-7) The UK bilateral cooperation with Colombia is now spearheaded by the *UK-Colombia Partnership for Sustainable Growth.[[7]](#footnote-8)* The portfolio of BEIS ICF AFOLU projects in Colombia is fundamental to delivering one of three priority areas of cooperation under the Partnership: to halt and reverse deforestation and tackle environmental crime.

The projects in the above mentioned portfolio focus on incentivising large-scale action to Reduce Emissions from Deforestation and Forest Degradation, as well as enhance forest carbon stocks (+) (REDD+); an approach agreed under the United Nations Framework Convention on Climate Change (UNFCCC). The UK collaborates with other donors in the region, particularly Germany and Norway through our GNU partnership. A Joint Declaration of Intent[[8]](#footnote-9) (JDI) agreed between the Governments of Colombia, Germany, Norway and UK in 2015 outlined plans towards achieving Colombia’s commitment to stabilise and reduce deforestation. Refreshed in December 2019, Colombia’s renewed commitments in the declaration now include: zero natural forest loss by 2030; and increased AFOLU ambition when it submits its Nationally Determined Contribution (NDC) to the UNFCCC Secretariat in 2020.

## 2.3 Background of TEFOS: history, rationale and aims

Conflict has affected Colombia since the 1960s. It has arisen from a variety of complex factors including high levels of social and economic inequality, the lack of a strong state presence especially in rural and remote areas, and an unequal distribution of land.[[9]](#footnote-10) The environmental impacts of this conflict were diverse and have not always been negative.[[10]](#footnote-11) Although the main armed group, the Revolutionary Armed Forces of Colombia – People's Army (FARC [Spanish abbreviation]), directly contributed to some environmental degradation, strict guidelines for their territories in some cases also promoted a culture of environmental conservation. The 2016 peace deal between the FARC and the Colombian government created a power and governance vacuum in forested regions where the FARC guerrilla relinquished control. Since the peace process, previously inaccessible forested areas have become vulnerable to over exploitation, resulting in an increased presence of criminal activity.[[11]](#footnote-12) Colombia has experienced higher rates of deforestation since then, particularly in the conflict-affected regions where almost 60% of deforestation occurs.[[12]](#footnote-13) Since 2018 there have been positive signs the tide is beginning to turn, particularly in areas where BEIS is supporting existing programmes. However, urgent and effective interventions are still needed, with some regions experiencing a 26% increase in deforestation rates in 2018 alone.

The funding for TEFOS builds on £173m of existing UK support to Colombia through ICF, bring the total committed spend to £237m.

**Complementarity with related Colombian government activities**

Since 2016 the Government has been developing a new national-scale multipurpose cadastre (land registry system). This project, supported by a $150m loan from the Inter-American Development Bank (IDB) ($50m) and World Bank ($100m), will start the process of formalising land tenure in 80 municipalities. The strategy is supported by the newly refreshed JDI which reflects “that legal access to land, land titling and sustainable land use could contribute among other key solutions to halting deforestation in Colombia” and commits, by 2025, to create and update a land registry for at least 1 million hectares in high deforestation areas, significantly more with additional donor funding, which this programme will provide.

The Multilateral Development Banks (MDBs), especially the World Bank, have been providing critical technical assistance (TA) and capacity building since the beginning of this process. The Government is ambitious to do more (with a target of 100% cadastral coverage by 2025). However, there are limited resources to implement at scale and significant challenges in rolling out to the most remote, environmentally sensitive and conflict-affected areas of Colombia.

Beyond the multipurpose cadastre loan operation, there will be additional funding commitments from the Government of Colombia to support this work financially and politically including a portion of the carbon tax estimated at $100m / year through the *Fondo Colombia en Paz[[13]](#footnote-14)* and a royalty reform from hydrocarbon payments, expected to be worth ~$75m / year and to be invested in environmental issues. This funding will be invested across two environmental themes which will each receive ~25% of the total raised; Payment for Ecosystem Services (PES) and protected area projects. Investment projects have also been identified in the Territorially Focused Development Programme (PDET)[[14]](#footnote-15) areas.

The TEFOS programme aligns with the Government of Colombia’s key objectives on **land, crime** and **livelihoods**:

* **LAND:** As mentioned above, the Colombian government aims to accelerate the registration of land rights and simplify the land tenure system and is committed to implementing an updated multipurpose land registry (or ‘cadastre’) with 100% national territory coverage by 2025.
* **ENVIRONMENTAL CRIME:** The Colombian Government has prioritised strengthening legal systems to dismantle criminal organisations, weaken illegal economies, and verify the lawfulness of land use through, for example, the operation of the National Council to Combat Deforestation (CONALDEF). A new Defence and Security Policy emphasises that defending and protecting natural resources is a national security priority.
* **LIVELIHOODS:** Colombia’s National Development Plan aims to transform ‘Territorially-Focused Development Programme’ (PDET – the abbreviation in Spanish) areas, which share common characteristics including high levels of land dispossession, inequality and a lack of government presence. The programme will prioritise working in PDETs which are also deforestation hotspots. The Government of Colombia is building a pipeline of critical, environmentally focussed projects for the PDETs, the most promising of which are likely to be candidates for investment under the programme.

TEFOS will address land registry gaps and strengthen the criminal justice system to tackle environmental crime in these conflict-affected deforestation hotspots where there is no other available finance. This will increase accountability and provide long term incentives for farmers to shift towards sustainable investment practices and create an environmentally focused cadastral tool that can be replicated nationally.

## 2.4 Timeline and expected results

BEIS ICF will invest in three main interventions: i) strengthening land registry systems to incentivise sustainable land management, ii) strengthening the criminal justice system to tackle environmental crime in deforestation hotspots and iii) generating innovations for promoting sustainable economic opportunities for communities in deforestation hotspots. These pillars will be staggered over the lifetime of the seven-year programme as shown below. These are phased as follows, noting that the third intervention is subject to effective progress in the first two. Across all three intervention pillars, the programme will ensure additionality by prioritising investment in regions that are deforestation hotspots, acutely conflict affected, and do not have the budget or any other source of finance to implement these activities independently.

Figure 1- Timeline of Phased Approach in TEFOS

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Pillar** | **Phase 1** | | | **Phase 2** | | | | |
|  | 2020 | 2021 | 2022 | | 2023 | 2024 | 2025 | 2026 |
| **1** | Strengthening & supporting the Government of Colombia to expand & improve land registry systems and incentivise sustainable land management. (£43m) | | | | | |  | |
| **2** |  | Building capacity in multiple agencies to disrupt and prosecute environmental crime, focussing on activities that are driving deforestation. (£10m) | | | | | |  |
| **3** |  | | Identify & pilot new sustainable economic opportunities appropriate for conflict-affected forest regions. (£10m) | | | | | |

Pillar 1 will be delivered by the World Bank with up to £43 million to strengthen human and institutional capability in Colombia’s land system through innovative hardware and software, communications campaigns for ordinary citizens, and new data on land rights, responsibilities, and restrictions.  Pillar 2 will be delivered by the UN Office for Drugs and Crime (UNODC) where up to £10 million will provide technical assistance to develop new tools and systems for strengthening criminal investigation capability and where the evidence meets a bar, support new public prosecutions.  Through Pillar 3, up to £10 million is earmarked for identifying and promoting sustainable economic opportunities with a delivery partner to be selected.

**Geographic locations**

Pillar 1 will be delivered in the below 23 Colombian municipalities (see Figure 2). Pillar 2 will initially focus on three of these (yet to be determined) and if possible, will expand to other target municipalities of Pillar 1. Pillar 3 will likely focus on some of the below target municipalities.

Travel to some of these regions may be necessary for the evidence review of Pillar 3 (section 5.4) although this will beat the discretion of the bidder due to the evolving COVID-19 situation. Fieldwork to the target municipalities will be required for the end of programme impact evaluation (section 5.5) to enable face to face research and evaluation. No travel is expected before June 2021 and there is no expectation for travel in unsafe environments (i.e., if COVID-19 travel restrictions are in place, or if security concerns escalate). Suppliers should set aside security budget for this activity.

Figure 2 - Target municipalities of Pillar 1

|  |  |  |  |
| --- | --- | --- | --- |
| **River Basin** | **National Natural Park *PNN*** | **Department** | **Municipalities** |
| Magdalena - Cauca | Los Katíos, Seranía de San Lucas | Antioquia | El Bagre |
| Remedios |
| Segovia |
| Zaragoza |
| Bolívar | Santa Rosa del Sur |
| Orinoco | El Cocuy | Arauca | Tame |
| Amazon | Serranía de Chiribiquete, Cordillera de los Picachos | Caquetá | Cartagena del Chairá |
| Puerto Rico |
| San Vicente del Caguán |
| Solano |
| Guaviare | Calamar |
| El Retorno |
| Miraflores |
| San José del Guaviare |
| Putumayo | Leguízamo |
| Puerto Guzmán |
| Transición Orinoco - Amazon | La Macarena, Tinigua, La Paya | Meta | Puerto Rico |
| Mapiripán |
| Transición Andes - Orinoco - Amazon | La Macarena |
| Mesetas |
| Puerto Concordia |
| Uribe |
| Vistahermosa |

Specifically, the programme will:

* Deliver an environmental system of land rights and responsibilities in deforestation hotspots across 20 million hectares (ha), providing the foundation for increased land security.
* Increase capacity for at least 180 institutional staff in the investigation and prosecution of environmental crimes.
* Incentivise sustainable land use will bring mixed-use forest and agriculture landscapes under sustainable management through the provision of sustainable alternative livelihoods.

The combined impact of all three pillars will avoid deforestation and bring carbon benefits as well as emissions reductions from other greenhouse gases. The programme will also address critical capacity gaps in the target municipalities that will strengthen ambition and implementation of wider climate and peacebuilding efforts in the region.

This programme will deliver against ICF Key Performance Indicators (KPIs):

* KPI 6- Net Change in GHG emissions
* KPI 8- number of hectares where deforestation has been avoided ,
* KPI - likelihood of transformational change
* KPI17- number of hectares that has received sustainable land management)

and a few technical assistance KPIs (e.g. number of individuals and organisations supported by ICF technical assistance).

In addition to ICF KPIs, the programme will deliver other benefits including improvement of livelihoods, protection of biodiversity and improved water security. It will also help to build resilience by creating fairer, greener, and more resilient economic opportunities for communities in deforestation hotspots affected by conflict and, more recently, Covid-19.

The programme’s expected impact, outcomes, and outputs (subject to change) are outlined in the diagram below.

Figure 3 – Summarised Programme Theory of Change



# 3. Aims and Objectives

TEFOS is a complex, phased programme with three separate but interlinked and complementary pillars, and three delivery partners (DPs). Having one joined-up MEL Supplier is therefore critical to ensuring coherence of the overall programme. Each DP will conduct their own monitoring, evaluation and learning, and the appointed MEL Supplier will complement and build on these to ensure effective cross-programme MEL. The MEL Supplier will provide constructive guidance to ensure that the separate components are working together effectively to realise the desired outcomes. This recognises that a formal monitoring and evaluation system is necessary to produce learning from the different elements of TEFOS, as well as from cross-cutting issues. It will be important that in delivering the requirements, the MEL Supplier assesses how the individual effects of the different pillars work together to be more than the sum of their parts to realise the intended outcomes. The key objectives of the TEFOS MEL are to:

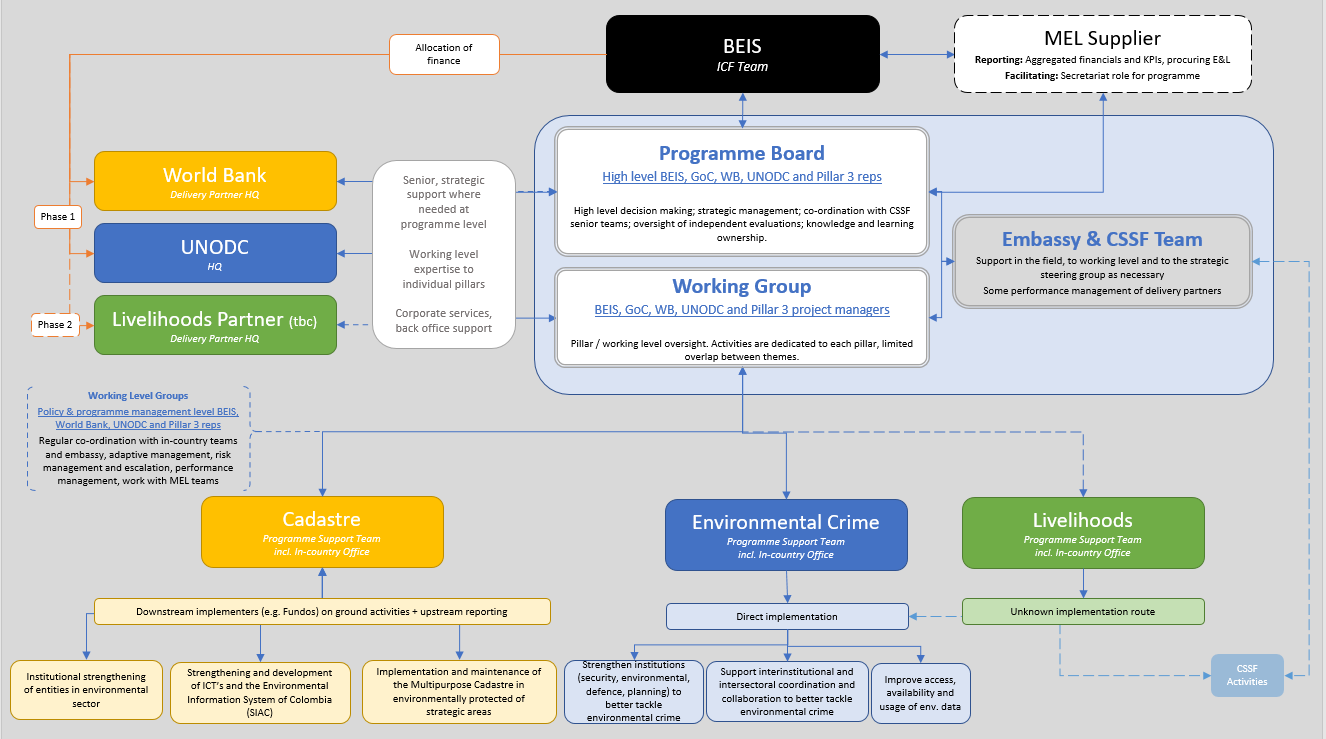
1. Provide monitoring during implementation to inform evidence-based programme management and delivery and allow learning to take place to enable continuous improvement of programme implementation and more effective realisation of the programme’s lifetime objectives. Findings from the MEL Supplier will directly result in changes to how the programme is implemented.
2. Support strong programme-level reporting and oversight, and provide critical, constructive guidance to ensure that the three separate Pillars of the programme work together coherently to realise the desired outcomes.
3. Generate robust evidence to inform the design of Pillar 3 (sustainable livelihoods) of the programme, including which specific (sub)sectors and activities should be the focus of this Pillar.
4. Undertake an ex-post impact evaluation to provide evidence of TEFOS’ impact, and to provide lessons for future international forest and land use programmes.

In order to meet these objectives, the MEL Supplier will fulfil the following requirements:

1. Design and establish a MEL system during inception phase
2. Support DPs and liaise with GoC to improve data collection methodologies and baselines, identify improvements needed, and formalise the programme’s monitoring framework.
3. Regularly evaluate and report to BEIS to support programme management, annual reviews, and results collection.
4. Conduct an evidence review of existing sustainable livelihood interventions in Colombia and list the best suited options for the delivery of Pillar 3 of the programme.
5. Conduct an end-of-programme impact evaluation.

The MEL Supplier, working with inputs from the MEL processes of individual DPs, will oversee the consolidation and communication of monitoring and reporting across all three Pillars, and assist with generating robust evidence about the impact of key interventions. The MEL Supplier may be required to do some data collection (please see figure 5 in section 5). The role of the MEL Supplier is illustrated in the schematic below.

Figure 4 - Summarised TEFOS Governance Structure



# 4. Working arrangements

There is a full-time BEIS TEFOS project manager in place who will act as a central point of coordination during the entirety of the contract. This individual will support in coordinating logistics between stakeholders; escalating/resolving key issues; and managing internal communications. They will ensure relationships and expectations between DPs and MEL supplier are clearly set out and will support and promote collaboration.

BEIS expects close interaction between the BEIS project manager and MEL Supplier throughout the duration of the Contract to ensure that emerging issues are dealt with promptly and that BEIS fully understands the assumptions and approach taken. The BEIS project manager and MEL Supplier point of contact are expected to maintain frequent contact in the early stages of the Contract (i.e. short weekly calls during the inception phase and monthly thereafter). These can include the ICF Analysts and staff in Bogota as and when required.

**Working with delivery partners**

The appointed MEL Supplier will be the connecting link between the BEIS programme team, the delivery partners and GoC on issues relating to monitoring and reporting. As part of this role, the MEL Supplier will be responsible for ensuring that BEIS MEL requirements and logframe are understood and used appropriately by delivery partners. The methodologies developed for BEIS logframe indicators will be presented to delivery partners, and reporting templates will be shared and explained. Delivery partners will be responsible for collecting data to report against BEIS output indicators. Delivery partners have contractually agreed to produce annual progress reports and shorter 6 monthly reports. They are also responsible for any baseline data collection. The MEL Supplier will review the quality of data reported by delivery partners and work with them to improve quality if required.

For **impact level and outcome level indicators**, the MEL partner will support the analysis of data collection, but the data collection itself will be done by either the delivery partners or the relevant government institutions. For example, to measure the number of non-programme municipalities in deforestation hotspots that have adopted registry activities/cadastral systems (impact indicator 2), the MEL Supplier will liaise with the World Bank (delivery partner for pillar 1) and relevant GoC institutions to obtain said data. Similarly, for impact indicator 3 (reduction in deforestation rate at national level in Colombia), the MEL partner will liaise with IDEAM[[15]](#footnote-16) to obtain the data.

For indicators where direct liaison is required with the GoC (i.e. impact indicator 3 and outcome indicator 4), the support will consist of analysing the data to provide advice to BEIS on how to best measure indicators based on the data provided, how to define future milestones in the logframe, and also to quality assure the data. There will be no requirement to assess or change government methodologies or provide TA to the GoC.

For indicators where DPs are involved, the support will consist of ensuring the right data is being collected, proposing adequate data collection methodologies, and assuring the quality of the monitoring data.

After analysing all the data at a programme level, the MEL Supplier will communicate the findings to delivery partners and will consult them on how to improve implementation before making suggestions to BEIS. The delivery partners will use the results to improve the implementation of the activities they are responsible for. Therefore, the feedback from the MEL Supplier should focus on the implications of M&E findings from the pillars and the progress toward the programme outcomes, and how it relates to the activities they implement.

BEIS will work with the appointed DPs to ensure a smooth, collaborative relationship with the MEL Supplier and will facilitate escalations if issues arise. BEIS expects the MEL Supplier to maintain regular contact with DPs during the inception stage and throughout the duration of the contract. The frequency of this contact should be discussed and agreed with DPs according to need. Each DP will have dedicated personnel working on TEFOS in a support and coordination capacity throughout the contract period.

**Programme governance**

BEIS expects the MEL Supplier to participate in the quarterly TEFOS Working Group/Directive Committee and in the other relevant governance structures, where necessary.

TEFOS is governed by three governance structures as shown in Annex B. (1) The***Programme Board***makes strategic cross-programme decisions, below it sits another cross-programme structure, (2) the***Working Group*** (which the MEL Supplier will be a member of) and finally (3) each Pillar will have an independent **Programme Management** structure based on the standards of the specific delivery partner and agreed with BEIS.

**TEFOS MEL governance**

The MEL Supplier will be required to adapt to changes in the programme design, and the programme will be informed by findings produced by the MEL Supplier. This will require a robust governance structure. BEIS proposes a MEL steering committee to be established that will be convened at key decision and review points, as and when required, throughout the lifetime of the MEL project. It will have core and optional members depending on the agenda for each meeting.

**Programme management and reporting**

The MEL Supplier will be expected to:

* Adhere to a clear delivery plan agreed at inception, which will outline the quality control processes.
* Provide senior representation to regularly participate in the cross-programme Working Group, as well as the TEFOS Programme Board, when required.
* Report on programme performance at the end of each 12-month period, to inform BEIS annual review process. This should outline how the programme is performing against the agreed annual work plan, programme strategy, DfID Supplier Code of Conduct, KPIs, and outputs and outcome targets in the logframe.

**Financial management**

The MEL Supplier will be expected to:

* Provide financial and management reporting (focusing on activities that have been undertaken and resources deployed) across all programme activities, including invoicing as detailed in Section 22 below. (Quarterly during the first year, then 6 monthly).
* Draft and report against annual budgets, at appropriate levels of detail, and conduct ongoing financial forecasting and reporting.
* Set up and apply robust fraud and risk management systems that alert BEIS to any fiduciary risk or potential misuse of ODA, or public funds more generally.

# 5. Methodology

This section provides further detail and sets out a suggested approach to the requirements detailed in section 3. Bidders can propose alternative methodologies, with a justification of why the proposed method will be more effective to achieving TEFOS MEL objectives and answering the research questions. However, each Bidder must only submit one final methodology, and must not submit a number of options. All bids must fit within the indicated budget, timeline and output criteria, regardless of methodology.

It will be essential to take a flexible approach to the MEL methodology, while maintaining rigour and consistency, to allow the BEIS programme team to learn and make adaptive management decisions. Any changes to the MEL system will require approval from the MEL steering committee and/or programme Senior Responsible Officer (SRO), depending on the changes required.

The MEL Supplier will be expected to produce several different outputs as summarised in the table below. Further detail will be clarified during the inception phase of the MEL Contract. MEL deliverables will be submitted to the BEIS project manager and need to account for at least two rounds of comments. Data collection will be split between the MEL Supplier and Delivery Partner for each of the different requirements and M&E deliverables. A summary of this is set out in Figure 5 below.

Figure 5 - MEL Deliverables and Requirement

|  |  |  |  |
| --- | --- | --- | --- |
| **M&E Deliverables** | **Requirement** | **Due date & frequency** | **MEL Partner Data Collection Requirements** |
| Inception report – which becomes M&E delivery plan. | Requirement 1 (Section 5.1). | First draft will be in the form of the inception report (5 months after Contract signature). Updates expected every two years or when major changes to the programme occur. | None required. |
| Operational monitoring manual (including QA framework) | Requirement 2  (Section 5.2). | One-off report 6 months after Contract signature. | None required, review proposed Delivery Partner indicators. |
| Baselining reports | Requirement 2  (Section 5.2) | Two one-off reports: For Pillars 1&2: approx. by Q3 of 2021 (including relevant impact and outcome indicators)  For Pillar 3: 6 months after contracting the DP for this Pillar – approx. by Q3 – 2022 (including relevant impact and outcome indicators) | None required. Review Delivery Partner & GoC data. The MEL Supplier will support baseline data collection (advising DPs and GoC on methodology, data required and QA) |
| End of year report on programme results and KPIs (including VfM assessment) | Requirement 3  (Section 5.3). | First report by September 2022, then annually. | Some data collection required, such as interviews with participants and in-country partners. Analysis of Delivery Partner-collected data (e.g. feedback forms from training sessions) will be required. |
| Evidence review for Pillar 3 | Requirement 4.  (Section 5.4). | Approx. by Q2/Q3 2021 (this will need to be done alongside the inception phase) | Some data collection required including remote interviews. In country fieldwork is optional. If the MEL supplier decides to undertake this, they should ensure the safety of all persons involved in light of Covid-19 and should adhere to local rules. |
| End of programme impact evaluation | Requirement 5  (Section 5.5). | One-off report 4 months after programme closure. | Sufficient data collection is required to achieve a robust impact assessment. Methods may include face-to-face interviews or surveys. To be agreed with the MEL partner during Inception Phase, depending on proposed methodology. |
| Knowledge products to support communication of lessons learned | Requirement 5  (Section 5.5). | Dates tbc | None required. |

## 5.1 Requirement 1 – Design and establish a MEL system during Inception Phase.

The Contract will commence with a 5-month inception phase, which will culminate in the production of an **inception report**. The inception report will set out a detailed delivery plan for TEFOS MEL over the next two years (September 2021 - October 2023) as well as indicative plans for the years after. The inception report will thus become the MEL delivery plan, which will be updated every two years. BEIS expects the production of this report to be collaborative, with input from the TEFOS programme team in London, delivery partners, ICF staff in BE Bogota, BEIS ICF analysts and cross-Whitehall expertise, although it will not require a comprehensive stakeholder mapping exercise BEIS suggests that this involves:

* A kick-off meeting, with all parties invited to attend all or part of the meeting, to ensure the programme and MEL requirements are fully understood.
* Regular contact and sharing early drafts with ICF analysts and TEFOS programme team.
* A workshop or presentation (virtual by default, but with opportunity for some parties to be present in the same meeting space) with all interested cross-Whitehall stakeholders to get feedback on the proposed approach.

The **inception report** should:

* Include a project delivery plan and set out roles, responsibilities, and specific requirements for each M&E activity.
* Review the Theory of Change (ToC) provided in Annex A.
* Propose how methodologies and quality of monitoring data will be assessed.
* Identify required baselining activities for Pillars 1 & 2, and Pillar 3.
* Propose approach to building the required evidence base for the design of Pillar 3 (promoting sustainable livelihoods) of the programme.
* Propose methodology and criteria for case studies selection for the end of programme impact evaluation to ensure that relevant data is collected throughout the programme.
* Propose timelines of M&E activities to be conducted based on the planned timelines for TEFOS components. BEIS expects this to include both a specific, detailed timeline of work to be undertaken over the next 2 years (September 2021 – October 2023), and a higher-level, indicative timeline of what will be conducted over the following 5 years.
* Provide detailed budgets for the first two years, including a payment schedule and indicative budgets for the remainder of the Contract.
* Include a MEL risk register
* Refine and agree a GDPR table (see section 9) – this will be monitored during the lifetime of the Contract.
* Include preliminary gender equality assessment (see section 12) outlining how the MEL Supplier will propose to address gender issues in the project design and delivery (for example, including consultations with women or women’s groups).

BEIS expects regular contact with the supplier following an initial kick-off meeting. Bidders should plan and budget for a suitable number and frequency of virtual consultations with our colleagues in the Embassy in Bogota, and delivery partners teams to achieve buy-in to the MEL approach.

Sign-off of the inception report will be at the discretion of BEIS, and the MEL Supplier should account for sharing a skeleton outline of the document (such as an indicative contents page), followed by two rounds of substantial review and therefore three rounds of drafting before sign-off. In the unlikely event that BEIS does not accept the inception report, the agreement will be terminated early.

## 5.2 Requirement 2 – Support DPs and formalise monitoring framework.

After the inception phase, BEIS expects the MEL Supplier to:

1. Assess DP’s & GoC’s quality of monitoring data, and DP’s methodologies. If considered insufficient, the MEL Supplier will support DPs to strengthen approaches and develop appropriate methodologies to measure logframe indicators.
2. Review existing baseline data and, if required, work with DPs on tools to support them in collecting remaining data to use this to produce baseline reports that will assist in measuring impact throughout the programme.
3. Explain quality assuring (QA) and data collection processes, as well as additional methodologies, if any, to appointed delivery partner(s) and GoC,
4. Develop a cost-effective approach for assessing VfM of the programme activities implemented by TEFOS. The approach will include the matrices to assess VfM, the data required for these matrices and the tools to collect this data. BEIS suggests a quantitative methodology to be developed, however qualitative methods could be used if deemed more appropriate. The MEL Supplier will use this approach to provide BEIS an annual VfM assessment as part of the annual report (see section 5.3).

BEIS expects the MEL Supplier to produce:

* **Two short baseline reports**, one for Pillars 1 and 2 (roughly September 2021) and one for Pillar 3 (6 months after contracting the delivery partner for this Pillar ~ Q3 2022) which will synthesise data collected by DPs and GoC. These should include impact and outcome indicators. The MEL Supplier will need to work closely with DPs to review available baseline data and in the event that the data is insufficient, the MEL Supplier will set up methodologies and tools for DPs to collect missing data. A **monitoring operational manual** to inform monitoring data collection procedures, ensure standardisation of the data reported by all DPs & GoC and enable quality assurance. The manual should include indicators, definitions, methodologies, and a quality assurance framework, and should be developed in close collaboration with DPs. If DPs’ QA is sufficient, the QA framework should simply reflect this to BEIS. Methodologies for ICF KPI measurement should be developed at this stage. The MEL Supplier will have access to existing methodologies for measuring deforestation and technical assistance and will work in partnership with BEIS ICF Analysts to refine methodologies. The measurement of KPI15 – the extent to which ICF intervention is likely to lead to transformational change - should be developed using the established ICF KPI15 methodology[[16]](#footnote-17). The manual and the programme’s logframe should be regularly reviewed to ensure they reflect changes in programme implementation and of the ToC if any are accepted following MEL reporting (see section 5.3).
* **Approach for assessing VfM**. BEIS expects the MEL Supplier to review VfM approaches of similar programmes as well as TEFOS documentation to develop a methodology for assessing the programme VfM. The methodology should be based on DfID’s 4Es (economy, efficiency, effectiveness and equity) approach to assessing VfM.[[17]](#footnote-18) It should be cost-effective and rely on data that has already been collected by DPs or will be collected by the MEL Supplier (e.g. for Pillar 3 evidence review). The MEL Supplier should avoid additional data collection exercises for VfM assessment purposes as much as possible. The MEL Supplier should consider whether existing data collection procedures could be adjusted to provide additional data for this purpose, by for example, adding questions to feedback forms or interviews programme participants.

5.3 Requirement 3 – Regularly Evaluate the Programme and Report to BEIS.

Regularly analyse, verify, consolidate, and synthesise data collected by DPs and GoC, and assess whether effects on the ground are different to those anticipated in the ToC and logframe. The focus should be on producing learning of what is working, what is not, and why; the analysis should be based on the programme’s ToC and the assumptions underlying it. It will be at BEIS' discretion to decide how to implement any changes to improve programme performance. BEIS expects the MEL Supplier to conduct quality assurance of data collection to ensure the required data is being collected and reported to the expected standard.

BEIS expects the MEL Supplier to:

1. Regularly **review the theory of change (ToC)** provided in Annex A.

2. Produce an **annual report** which will:

* report against logframe indicators,
* assess progress of outputs to outcomes,
* identify early indications of transformational change,
* identify causal links between improvements in land governance, environmental prosecution and accessibility to alternative livelihoods and deforestation activity,
* Discuss equity considerations such as the extent to which programme results are distributed equally among women and ethnic minority groups and give proactive consideration to how interventions can be adjusted to have a positive impact on these groups. All data should be disaggregated by gender and other key socio-economic characteristics wherever possible. Analyse progress against relevant ICF key performance indicators ([KPIs](https://www.gov.uk/government/publications/uk-climate-finance-results)) that the programme is committed to report against[[18]](#footnote-19): (KPIs 6- Net Change in GHG emissions, 8- number of hectares where deforestation has been avoided , 15- likelihood of transformational change and 17- number of hectares that has received sustainable land management) and ICF technical assistance KPIs (e.g. number of individuals and organisations supported by ICF TA) to support the BEIS programme team in the annual results collection procedure on measuring the following:
  + Reduced emissions and avoided deforestation (KPIs 6 and 8): address challenges through multi-sectoral solutions at the nexus of sustainable rural development, deforestation and environmental crime.
  + Land under sustainable management (KPI 17): bring mixed use landscapes of forest and agriculture under sustainable management practices.
  + Transformational change (KPI 15): addressing critical capacity and investment gaps in these regions of Colombia and have wider relevance for climate and peacebuilding efforts in the region.
  + Unconfirmed at this stage, however, additional private and/or public sector funding (KPIs 11 and 12) could be leveraged.
* Assess value for money of the programme: The MEL partner should complete a light touch annual VfM assessment of TEFOS using the developed methodology and present it as part of the annual report. The VfM section in the annual report should be succinct and focus on findings on the effectiveness of the programme.

To evaluate the programme and track progress from output to outcomes, the MEL Supplier will consider what monitoring information needs to be collected to support these evaluative activities. We are open to suggestions on the best methodological approach to capturing changes in behaviours and procedures of the individuals and organisations influenced by the activities of the programme, and determining whether and to what extent the programme contributed to these changes. At a minimum we require the MEL Supplier to conduct rigorous analysis of progress towards outcomes, which may include frameworks such as Outcomes Harvesting or Qualitative Impact Assessment Protocol.

The MEL Supplier will need to consider what information needs to be collected to support these evaluative activities, although data collection will be the responsibility of the Delivery Partners & GoC. For example, the MEL Supplier could develop feedback forms (as a tool for data collection) that can be handed out by DPs at the end of training sessions. These could ask participants to identify actions they plan to take following the training. While the DP would be responsible for data collection (i.e. distributing and collating feedback forms), BEIS expects the MEL Supplier to synthesise and analyse the data. The specific details of how this will work in practice and what methods will be used, will be agreed with the MEL Supplier as part of the inception stage.

In addition, the MEL Supplier could conduct follow up interviews with participants of the training sessions, which could explore what they have done following the training and if anything has changed in their respective organisations. In such cases, the MEL Supplier should use purposive sampling to ensure all subsets of participants are interviewed. The number of interviews to be conducted will be determined when targets are set with DPs. Interviews will be conducted remotely to reduce costs. Topic guides will be developed in advance by the MEL Supplier and will be signed-off by BEIS.

The MEL Supplier will also be expected to suggest options for improvement of the programme’s activities based on findings, but it will be the responsibility of the BEIS programme team to decide which ones to take forward and instigate with DPs. The MEL Supplier will have no management role over DPs but may be asked to present findings and clarify implementation queries.

5.4 Requirement 4 – Evidence Review of Pillar 3.

Pillar 3 will pilot sustainable livelihood opportunities (for example ecotourism, pisciculture, agroforestry, etc.) that could be scaled up either by existing or new programmes. As shown in Figure 1, Pillar 3 will start implementation in year 3 (2022) of the programme, complementing the work from Pillars 1 and 2 (Phase 1). The MEL Supplier will be expected to undertake an evidence review to support timely delivery of Pillar 3 in year 2 (~Q2/Q3 of 2021) to ensure implementation in year 3. **This work will need to be done alongside the inception phase.**

The MEL Supplier will assist in generating an evidence base that can be used to identify the most promising sustainable livelihood opportunities for implementation in the TEFOS areas. The evidence review will consider the wider forestry and land use (F&LU) activities being undertaken by other donors, national & local government, local partner initiatives, and any potential impacts on vulnerable populations such as indigenous groups and women. Evidence from other appropriate country contexts could also be brought to bear. Evidence to consider for the review should include published peer-review literature, policy documents and evaluation reports of similar programmes. Other less rigorous forms of evidence could also be considered (i.e. – non-peer reviewed reports of NGOs working in the regions), but any methodological limitations should be considered.

It is expected that the bulk of this evidence review will be based on secondary data analysis, although some remote data collection will be required. This might include stakeholders such as DPs, the Embassy team, BEIS programme team, donor community and relevant officials in GoC. BEIS is open to the possibility of conducting in-person interviews if the MEL Supplier is confident that they can ensure the safety of all personnel involved, given the ongoing Covid-19 pandemic. If bidders decide that some in-country fieldwork will be possible then they should outline ways in which they will ensure the protection of both staff and research participants in their response to this tender. All fieldwork must be conducted according to local regulations in Colombia. The suggested budget for requirement 4 is a maximum of 10% of the overall budget[[19]](#footnote-20) (£110,000) but bidders should note that we expect the costs to be significantly lower if they choose to conduct all interviews remotely.

The MEL Supplier will assess and list the options for delivery of sustainable livelihood support (e.g. sustainable forestry, agroforestry or agriculture projects, etc), in the same geographic areas of Pillars 1 and 2, to reinforce overall objectives of reducing deforestation. The data will be used to point towards appropriate (sub)sectors, financial scale, duration, mechanism, etc and should evaluate chance of success, major risks, etc. This evidence should be drawn from Phase 1 results, to the extent they are available, alongside an assessment of the latest context on the ground in the areas. The exact details for this requirement, including objectives and research questions, will be agreed with the Supplier during the inception phase.

BEIS expects the MEL Supplier to:

1. Conduct **desk-based secondary research** to identify the most promising sustainable livelihood opportunities for implementation in the TEFOS areas, while identifying gaps in availability and accuracy of data. This should primarily focus on assessing the evidence around the success or otherwise of existing programmes and initiatives in these areas, and the feasibility of modifying or expanding existing initiatives. If none of the existing programmes are performing well or delivering good outcomes, the evidence review should indicate what would be needed in a new programme to deliver this successfully.
2. Perform **remote stakeholder interviews** to assess what sustainable livelihood approaches and programmes are already being delivered in Colombia, where there are gaps, what is feasible and where there is demand. Evidence from other appropriate country contexts can be considered as well. BEIS is open to in person interviews *in addition* to remote stakeholder interviews if the bidder deems this to be safe in the context of Covid-19.
3. Generate a **one-off report** that summarises the evidence and lists the most promising alternative livelihoods for the programme areas. This should prioritise evidence around existing programmes, and the potential for modifications or extensions to promising programmes that have proven successful. The report should include criteria to assess the VfM, additionality, and the level of evidence on the existence of the required enabling conditions. The report must consider the wider forestry and land use (F&LU) context in Colombia, activities being undertaken by other donors, as well as national & local government, and local partner initiatives in the F&LU sector and any potential impacts on vulnerable populations such as ethnic minority groups and women. The [Prosperity Fund](https://devtracker.dfid.gov.uk/department/PF), [Partnerships for Forests](https://devtracker.dfid.gov.uk/projects/GB-GOV-13-ICF-0018-P4F), [Amazon Vision](https://devtracker.fcdo.gov.uk/projects/GB-GOV-13-ICF-0019-REM), the [Biocarbon Fund](https://devtracker.dfid.gov.uk/projects/GB-GOV-13-ICF-0016-BioCF), [UK-PACT](https://devtracker.dfid.gov.uk/projects/GB-GOV-13-ICF-0021-UKPACT) and [Newton Fund](https://devtracker.dfid.gov.uk/projects/GB-GOV-13-NEWT-BA) are doing work on sustainable livelihoods and it will be important to assess the relevance of these programmes and keep those teams informed and engaged. The MEL Supplier is expected to consult with DPs, the Embassy team, donor community and BEIS programme team while developing options. The report should include a separate executive summary which presents the evidence on existing programmes and their successes and failures in the field of developing sustainable economic activities in conflict affected areas and newly registered farms.

Suggested sub-questions to be addressed by the MEL Supplier include:

* What sustainable economic activities are likely to provide VfM in conflict-affected areas?
* What are the enabling conditions required for these interventions to work?
* What are the barriers to entry for farmers and communities in different sustainable livelihood sub(sectors)?
* What is the available evidence of ‘what works’ in developing sustainable economic activities in conflict affected areas and newly registered farms in Colombia?
* What relevant existing programmes, initiatives, partnerships and organisations have a track record of working effectively in these areas that have the potential to extend or modify their operations to successfully implement this support within the timescale of the programme?
* What are the barriers to adopting alternative livelihoods in deforestation hotspot and conflict-affected areas and how can they be overcome?
* Does the presence of armed groups (guerrilla, dissidents, paramilitaries, etc.) impact the uptake of sustainable economic activities? If so, which ones and what can be done to mitigate this?
* How can the learning from [UK PACT](https://devtracker.dfid.gov.uk/projects/GB-GOV-13-ICF-0021-UKPACT) activities targeted at sustainable livelihoods be used to inform the planning for Pillar 3? What have been the successes?

The MEL Supplier will be expected to work closely with FCDO Embassy colleagues in Bogota. The focus of this work will be on producing evidence of the suitability of sustainable livelihood interventions in the regions. The MEL Supplier will not be involved in the design of the programme. It will be at BEIS’ discretion to decide how to implement this learning. The MEL Supplier will have no role in the implementation of Pillar 3.

Several literature reviews were undertaken to evidence the design of TEFOS and generate the assumptions that have been made in the Theory of Change. The themes of the literature review are set out in a series of statements.

1. Land formalisation and regularisation leads to increased tenure security.
2. Improved land governance and improved tenure security leads to reduced deforestation.
3. Improved tenure security increases investment in sustainable economic alternatives.
4. Increased access to credit incentivises the establishment of sustainable economic alternatives and avoids deforestation.
5. Improved institutional capacity and enforcement reduces deforestation.

The evidence related to these statements are summarised using two criteria:

1. **Quantity of Evidence** - reviews the amount of information related to the statement i.e. number of peer reviewed journals, programme results and other grey material.
   1. Lacking **-** Only a small amount of evidence related to the statement, predominantly grey material rather than peer-reviewed journals
   2. Medium - Reasonable amount of evidence related to the statement, including a number of peer reviewed journals.
   3. Considerable - Large amount of evidence related to the statement, including a good mix of peer-reviewed journals and programme results.
2. **Strength of Support** - reviews to what extent the evidence consistently supports the statement.
   1. Weak - Evidence does not support the statement and the findings are inconsistent.
   2. Mixed - Some evidence supports the statement, and the findings are broadly similar.
   3. Strong **-** Majority of evidence supports the statement and the findings are consistent.

The findings are set out in in the table below. The MEL Supplier should explore further and more recent evidence to test the validity of statements 3 and 4 in creating the evidence base for Pillar 3. The depth of evidence is lacking, particularly in conflict and fragile contexts where the ability to collect reliable and accurate data is limited. This evidence review should therefore focus on assessing factors affecting the uptake of sustainable economic activities in conflict affected areas, while specifically considering the Colombian context.

Figure 6 – Summary of evidence underlying the Theory of Change

|  |  |  |
| --- | --- | --- |
| **Question** | **Quantity of Evidence**  Lacking < Med < Considerable | **Strength of Support**  Weak < Mixed < Strong |
| 1. Land formalisation and regularisation leads to increased tenure security | Medium | Mixed |
| 1. Improved land governance and improved tenure security leads to reduced deforestation | Considerable | Mixed |
| 1. Improved tenure security increases investment in sustainable economic alternatives | Considerable | Strong |
| 1. Increased access to credit incentivises sustainable economic alternatives and avoids deforestation. | Considerable | Mixed |
| 1. Improved institutional capacity and enforcement reduces deforestation | Lacking/Medium | Mixed |

BEIS will provide access to any existing evidence already being used as part of the business case to support the initial inception and Pillar 3 evidencing. A summary of the evidence review findings can be found in Annex C. BEIS project manager will support in connecting with key stakeholders and/or content experts (including DPs).

5.5 Requirement 5 – Conduct an end-of-programme impact evaluation of the programme

The MEL Supplier is expected to design and deliver an **end-of-programme impact evaluation** after implementation finishes, to evaluate which of the programme’s intended outcomes and impacts have or have not been observed and why[[20]](#footnote-21). The evaluation should also consider whether vulnerable groups such as women and indigenous groups equally benefited from the programme’s outcomes and impacts.

BEIS expects the MEL Supplier to:

1. **Review DPs’ evaluation plans** to ensure there is no duplication of efforts;
2. Produce a **final report** including an end of programme impact evaluation - BEIS expects the evaluation to produce robust evidence of impacts by gathering sufficient data from a sample of participating municipalities. Data collection for each case study should include interviews with DPs, project teams and government officials, alongside key informant interviews with participants and relevant stakeholders.
3. Produce up to **three knowledge products[[21]](#footnote-22)** for disseminating lessons learned.

Sub-questions include:

* To what extent and how has the programme contributed to the observed outcomes?
* To what extent does TEFOS catalyse or contribute to transformational change in the form of stabilisation and reduction of deforestation rates in conflict affected deforestation hotspots? Why or why not?
* Does improving land rights, tackling environmental crime, and promoting alternative sustainable economic alternatives result in a reduction in deforestation?
* Is there any evidence of unintended outcomes (positive or negative) being caused by TEFOS?
* Are indigenous peoples and local communities benefiting directly from TEFOS – if so, how?

Given the complexity of TEFOS, BEIS expects the evaluation to use a variety of methods. BEIS suggests using a theory-based approach, as understanding why and how the observed results were achieved is key to addressing BEIS identified evidence gaps. One of the objectives of this evaluation is to generate evidence to inform future ICF programmes, other tropical forest countries and donor countries as they develop their F&LU policies.

As TEFOS will provide TA to regional and local governments, environmental and law enforcement authorities, and this TA may be provided alongside other donors, BEIS wishes to establish evidence on whether (and how) the programme has contributed to the achieved outcomes and impact. We recommend a theory-based impact evaluation, whilst remaining open to the specific methodology. At a minimum, we expect the final impact assessment to be representative of all municipalities involved in the programme. While a theory-based approach is appropriate for this programme, it may present challenges in demonstrating additionality compared to experimental or quasi-experimental methods. Bidders should reflect on ways in which they can reduce this risk, including data triangulation where appropriate.

We expect the impact evaluation to use a combination of data collected by the DPs and MEL Supplier. BEIS expects baselining activities will need to take place to accurately evaluate the impact of the programme. This baselining activity will be led by the DPs with support from the MEL Supplier, if required. [[22]](#footnote-23). We are open to the format of any further data which the MEL Supplier chooses to collect to conduct the impact evaluation, which may include a mixture of qualitative and quantitative approaches and could involve in-person fieldwork, if it is safe to do so. Given that we require the impact evaluation to be representative of all municipalities in the programme, we suggest that bidders budget at least 45% of the overall budget (~£495,000, see Figure 7).

# 6. Project risks and challenges

The MEL Supplier should provide and maintain a project risk register, which will build upon those initial risks identified in their proposed solution (which will form a Schedule of the Contract). As a minimum this risk register will detail how the MEL Supplier’s approach will mitigate and where appropriate overcome each identified risk/challenge. As a minimum, this risk register will consider the following challenges:

* A time-lag in observing outcomes and impacts at all levels of TEFOS.
* Difficulties in attributing technical assistance to observed outcomes and impacts
* Using qualitative evidence to assess impact
* Multiple and simultaneous M&E activities and deliverables
* Managing results, data, information, and knowledge
* Working in the COVID-19 context
* Working in a conflict-sensitive way
* Security concerns in Colombia
* The length of the programme

## 6.1 Security concerns

BEIS acknowledges that travelling to the programme’s target municipalities may create security concerns and BEIS will support the MEL Supplier in ensuring staff are safe. However, duty of care will be the responsibility of the MEL Supplier (see section 17). The UK Embassy Staff and the Security team in the Embassy will provide support to the MEL team when travelling to and in Colombia. This support will consist of travel advice from the Embassy‘s Security Office, and support to liaison with relevant local contacts when needed.

For more information on travel advice and guidance on security and safety in Colombia please refer to the FCDO’s travel guidance [here](https://www.gov.uk/foreign-travel-advice/colombia/safety-and-security). This includes information on security and political context and provides practical advice on local travel, public transport, buses and coach services, land border crossings, unexploded ordnance, and air travel.

In addition to the support BEIS can provide, Suppliers should set aside budget for security costs.

# 7. Required skills

The following skills and expertise are considered particularly important for this research:

Monitoring, data collection & analysis

* Design and application of primary and secondary qualitative data collection and analysis;
* Design and application of primary and secondary quantitative data collection and analysis;
* Demonstrable and successful experience in managing monitoring & evaluation activity across countries.

Synthesis & Evaluation

* Design and application theory-based impact evaluation methods;
* Assessing the impact of technical assistance;
* Track record of managing and delivering similar large-scale policy evaluations;
* Delivery of high-quality synthesis, reporting and communication of complex policy evaluations;
* Assessing value for money of development programmes

Geographic and sectoral experience in Colombia, and working with ODA

* Undertaking forest-related research in Latin America and Colombia specifically;
* Understanding of political economy of deforestation and land use changes in Colombia
* Expertise in the implementation and effective management of ODA programmes, including intervention design, operational delivery, and delivery partner capability reviews
* Capacity to hire a team in Colombia with national experts related to the thematic of this programme.

Conflict understanding

* Knowledge on working in conflict-prone areas and ensuring conflict sensitivity.
* In depth understanding of conflict drivers and dynamics in Colombia.

Bidders should clearly set out the skills and expertise provided by each member of the proposed project team that meet the requirement. Each team member must also possess a high-level of relevant research and analytical expertise that will allow them to deliver research tasks. Teams need to ensure they have appropriate access to specialist technical social development/gender skills (see Annex E). The MEL Supplier must ensure that knowledge transfer of team members occurs appropriately so that this project is not detrimentally affected by changes to personnel throughout the Contract. It is expected that within the first two years team members will remain in the same roles delivering the project as long as they remain part of the MEL Supplier’s organisation. Suitable replacements should be presented to BEIS for approval which have comparable skill sets to deliver that role’s activities and new replacements will be on a day rate no higher than the person they are replacing.

If a team member is promoted by the MEL Supplier’s organisation, but their role in delivering this project remains the same, then their day rate must not change. If their role were to change (i.e. move to a supporting capacity) then the replacement individual should have fewer days allocated to them to accommodate the support they will then receive from the original role holder, so that the overall cost of this role in contributing to task delivery remains unchanged.

# 8. Quality assurance processes

The MEL Supplier is required to produce (as part of their Tender submission and included as a Schedule in this Contract) and maintain a quality assurance plan and agreement to follow any reasonable BEIS requirements. Quality assurance measures should be factored into workplan timelines. The MEL Supplier should provide periodic updates on the progress of deliverables, via email or telephone, to BEIS. If BEIS considers that the quality of deliverables is unacceptable, it reserves the right to request additional drafts at the expense of the MEL Supplier. The quality assurance plan must consider and include as minimum standards those measures detailed in the Government Social Research Code[[23]](#footnote-24), The Green Book[[24]](#footnote-25), The Magenta Book[[25]](#footnote-26), DfID’s Ethics principles for research and evaluation[[26]](#footnote-27) and DfID’s approach to value for money[[27]](#footnote-28)

# 9. GDPR, Data security, Data Transfer and Business Continuity and Disaster Recovery

The MEL Supplier will be compliant with the Data Protection Legislation, as defined in the Contract. A guide to the General Data Protection Regulation (GDPR) published by the Information Commissioner’s Office is available [here](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/).

The only processing that the MEL Supplier is authorised to do is listed in the Tender document which will require completing by Bidder’s and will form part of the Contract. BEIS will work with the MEL Supplier during the inception phase to refine and agree the GDPR table, and this will then be monitored during the lifetime of the Contract.

The MEL Supplier will comply with the data security and non-disclosure clauses of the Contract. The MEL Supplier should ensure that its consortium members and supply chain adhere to comparable data security measures and non-disclosure clauses in their nominated activities, if handling sensitive information.

The supplier and any sub-contractors will be required to sign (or abide by) a non-disclosure agreement and apply BEIS information security policies to all information they access as part of this work, including ensuring that only duly authorised personnel can access protectively marked information.

The MEL Supplier is required to set out how they will facilitate the effective transfer of knowledge to BEIS during programme closure and this is to be developed as an Exit Management Plan, to be agreed by BEIS within 4 months of the Contract commencing. This should include but not be limited to:

* Transferring all data used for the services (subject to commercial confidentiality considerations) and the transfer of any documents (such as guidance tools, presentations, reports and templates) for continued use by BEIS in any manner it chooses.
* Transcripts of all correspondences should also be returned to BEIS;
* Measures to complete the activities detailed below.

In the final three months of the Contract, the MEL Supplier will need to undertake all work required for the programme’s closure and a smooth completion of all activities as identified in the developed Exit Management Plan. This should include, but not be limited to;

* Completing all programme deliverables
* Finalising all programme reporting requirements
* Preparing a programme closure report, which will summarise programme achievements and lessons learnt
* Transferring any materials which BEIS would need access to or ownership of if it were to re-tender the programme, e.g. webinar materials, reports, etc.

Any data produced by the MEL Supplier will be either securely destroyed or transferred back to BEIS at the end of the Contract and stored by BEIS. This is to be agreed following the commencement of services.

The MEL Supplier is required to develop a Business Continuity and Disaster Recovery Plan, to be agreed by BEIS within 4 months of the Contract commencing. This should detail how the MEL Supplier intends to continue to deliver the services in the event of a known or unforeseeable event, for example COVID-19, country instability or data losses/breaches. This document is permitted to be relatively high level in its content and brief, as long as its content is sufficient to be used to inform both the MEL Supplier and BEIS on what course of action would likely be undertaken to continue services in the event of a disruptive incident occurring. Individuals with overall responsibility should be identified where possible.

# 10. Conflict of interest

The Contract will be managed under BEIS’ standard terms and conditions and will refer to conflict of interest and require the MEL Supplier to declare any potential conflict of interest to BEIS. This will include conflict of interest the MEL Supplier would have with the identified Delivery Partners. Any conflicts would require mitigation and should be discussed with BEIS.

# 11. Transparency

BEIS requires suppliers (including the MEL Supplier) receiving and managing funds to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners. The results of the programme’s Annual Reviews will be published as part of this transparency effort, in full or in part.

It is a contractual requirement for the MEL Supplier to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to BEIS.

# 12. Gender, inclusion, and equality

One key consideration in the design and delivery of this programme, as with all UK ODA programming, is the extent to which it complies with the Gender Equality Act (GEA) 2014. The GEA applies to all ODA programmes and makes consideration of gender equality a legal requirement. This means that the TEFOS programme, including the activities of its MEL Supplier needs to meaningfully consider the impact of an intervention on gender equality and demonstrate that it has done so, before assistance is provided. The process of compliance needs to be integrated within proposals, programme design and supported activities/projects.

The MEL Supplier’s proposed solution (Contract Schedule) shall include preliminary gender equality assessment outlining how the MEL Supplier will propose to address gender issues in the project design and delivery (for example, including consultations with women or women’s groups).

BEIS requires compliance with the GEA as a minimum, but expects the MEL Supplier to go further, for example giving proactive consideration to how interventions can be designed to have a positive impact on economic outcomes for women, the poorest, and vulnerable groups. Please see Annex E for further gender equality guidance.

The MEL Supplier must ensure that the principles of the UK’s Public Sector Equality Duty[[28]](#footnote-29), including but not limited to marginalised groups, are applied to all decisions regarding personnel throughout the delivery of this programme.

# 13. Risk appetite, fraud and corruption

This programme aims to achieve transformational change, and it is recognised that this involves taking some risks. However, BEIS has zero tolerance to fraud and corruption (including potential conflicts of interest). The MEL Supplier should have appropriate policies in place to prevent fraud and corruption occurring within its own organisation and measures to assure that any supply chain partners also have suitable provision.

# 14. Ethics and safeguarding

BEIS expects the MEL Supplier to adhere to the following Government Social Research (GSR) principles if they are required to conduct any research or related activities:

1. Sound application and conduct of social research methods and appropriate dissemination and utilisation of findings
2. Participation based on valid consent
3. Enabling participation (making sure that barriers to the participation of marginalised groups are addressed in the design of the research)
4. Avoidance of personal harm
5. Non-disclosure of identity and personal information

The MEL Supplier will be required to confirm their adherence to the BEIS Code of Practice for Research during delivery which is provided as part of the Tendering documents.

The MEL Supplier will be required to deliver the services in accordance with Annex G to this document: The DfID Supplier Code of Conduct. References in this document to DfID should be understood as BEIS. This includes references to delivering activities and requirements relating to declarations, Contract checks and mechanisms which will form part of an agreed annual review.

In addition to adhering to the DfID Supplier Code of Conduct, the MEL Supplier will be required to comply with the following four safeguarding principles:

1. Provide a safe and trusted environment which safeguards anyone that their organisation has contact with, including beneficiaries.
2. Have an organisational culture which prioritises safeguarding, so that it is safe for those affected to come forward, and to report incidents and concerns with the assurance that they will be handled sensitively and properly.
3. Have adequate safeguarding policies, procedures and measures to protect people and these are shared and understood.
4. Have a clear process to manage incidents and allegations, should they arise, including reporting to the relevant authorities, including funding partners (in this case BEIS).

# 15. Supply chain mapping and modern slavery

BEIS is expected to report to central government on the levels of contracted work being allocated to Small and Medium Enterprises (SME) and other sub-contracted organisations. It is a requirement to provide details regarding the levels of direct and indirect departmental SME spend with major suppliers to the cross-government SME Small Business Policy team working on this initiative. BEIS is also interested in gathering details of the organisations working within the supply chains of directly contracted partners and the Supplier is expected to provide returns containing these details upon request.

The MEL Supplier is required to manage and monitor any modern slavery risks in creating its proposal for, and during, the delivery of services. Measures should be introduced to monitor and mitigate any modern slavery supply chain risks too. The MEL Supplier should have a clear and unambiguous process for reporting and responding to suspected incidents of modern slavery that also accommodates its supply chain.

# 16. Prohibition of exclusive arrangements

Given the breadth of skills and expertise needed to deliver the MEL, the supplier may wish to sub-contract other service providers and bid as part of a consortium. Suppliers must not require exclusivity from sub-contractors at the point of tendering. BEIS reserves the right to disqualify any Bidder implementing any exclusivity clauses with its sub-contractors.

# 17. Duty of care

All supplier personnel (including their employees, sub-contractors or agents) who provide services under a BEIS Contract will come under the Duty of Care of the lead supplier (the MEL Supplier) named in that BEIS Contract. The lead supplier is responsible for the safety and well-being of their personnel, and any third parties affected by their activities, including appropriate security arrangements. The lead supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property.

Potential MEL Suppliers must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the MEL Supplier will be contracted to deliver.

BEIS reserves the right to verify the currency of the Bidder’s responses prior to award of the Contract and to exclude any Bidder that fails to meet the required capability.

The MEL Supplier will comply with the requirements of Terms and Conditions.

# 18. Due diligence

Successful Bidders may be required to undergo a delivery partner review (DPR). This may include completing a self-assessment due diligence form, provided to the Preferred Bidder following notification of the winning Preferred Supplier and once the 10-day discretionary standstill period has elapsed. The topic areas this will include, but not be limited to are: governance, ability to deliver, financial stability, downstream activity, safeguarding, gender policies and other. The Potential Supplier will likely have a week or two to complete this form and return to BEIS. BEIS will then review its content and decide what areas need furtherba review. This will then inform the delivery partner review. If the Supplier has successfully worked with BEIS or DFID before, BEIS will request a ‘light-touch’ DPR which is undertaken by our partner organisation KPMG and may take up to 8 weeks. If the Supplier is not known to BEIS, BEIS will request a full DPR which may take up to 12 weeks. This will delay the Contract signature respectively. This activity will occur prior to Contract signature and as such provision of this information to BEIS’s nominated supplier (KPMG) are undertaken at the cost of the Bidder.

# 19. Intellectual property rights

BEIS is committed to openness and transparency and intends to make outputs developed as part of the programme available for use by other parties. The exceptions to this are where:

1. The MEL Supplier is prevented from disclosure because the intellectual property rights to an output, or part of an output, are owned by another party. Bidders should state this in their tender if this is likely to be the case.
2. BEIS and the MEL Supplier agree that outputs are confidential.
3. The outputs are intended only for BEIS’s internal use.

All outputs of the MEL TEFOS will be considered programme specific intellectual property rights (IPR), unless otherwise agreed by BEIS. As per the Contract Terms and Conditions, these will be assigned to BEIS.

# 20. Performance management

Performance of the MEL Supplier will be measured using key performance indicators (KPI) and milestones. The requirements of Terms and Conditions will apply throughout service delivery.

Key Performance Indicators

Key Performance Indicators (KPIs)[[29]](#footnote-30) will be used to align the MEL Supplier’s performance with the requirements of BEIS. KPIs must be realistic and achievable, and also have to be met, in order to demonstrate that the service is being delivered to an adequate quality. KPIs are included in Annex G. BEIS reserves the right to amend the existing KPI’s detailed below or add any new KPI’s throughout delivery. Any changes to the KPI’s will be agreed with the MEL Supplier and be confirmed by way of a formal Contract amendment.

KPIs will need be monitored on a regular basis by BEIS Performance of each KPI will be recorded against a red, amber, green “score”, as described below. These levels of performance are detailed in the table below.

In addition to the MEL Supplier needing to develop and implement – at their own cost – a Remediation Plan for those KPIs which score an amber or a red, BEIS will impose a 5% reduction on that invoicing period’s total fee for each KPI which scores a red, and where financial penalties apply as shown in Annex G This is the total amount excluding expenses. The sum of KPI deductions will be capped at a maximum of 20% in total for each invoicing period.

Where KPIs have not been met as a result of measures or activities outside of the MEL Supplier’s direct control, BEIS may choose to disregard the KPI penalties and corrective measures in that instance.

**Scoring methodology for KPI criteria:**

**Green score:** If a green score has been awarded to a KPI then no further action is required from the Supplier, with the exception of continuing activities to maintain this score for the next reporting period.

**Amber score:** If an amber score is awarded, the MEL Supplier should examine and implement measures to prevent this KPI being scored an amber in subsequent reporting periods. BEIS will not expect formal improvement measures at that stage. If a single KPI is awarded amber in two consecutive KPI reporting periods, or twice in four consecutive KPI reporting periods then the MEL Supplier should create a Remediation Plan at their own cost. This should detail how they will change their practices to prevent another amber score being awarded for this KPI. The timeline for producing this Remediation Plan should be agreed between BEIS and the MEL Supplier and should only be implemented following approval by BEIS. BEIS reserves the right to terminate the Contract if a satisfactory Remediation Plan cannot be agreed.

**Red score:** If a red score is awarded, the MEL Supplier should create a Remediation Plan at their own cost. This Remediation Plan should detail how they will change practices to prevent another red score being awarded for this KPI. As above, BEIS must agree to the timelines and contents of the Remediation Plan prior to implementation and reserves the right to terminate the Contract is a satisfactory plan cannot be agreed. If, following implementation of a Remediation Plan, the MEL Supplier scores a red in the same KPI in any subsequent period throughout the duration of the Contract, BEIS reserves the right to terminate the Contract. BEIS also reserves the right to terminate this Contract based on a red score without requesting a Remediation Plan, if it is of BEIS’s view that a Default has occurred (Clause XX of the Terms and Conditions). BEIS reserves the right to suspend, or partially terminate this Contract, while a Remediation Plan is being developed and agreed, where there is justification to do so.

# 21.Contract review and break point

BEIS reserves the right to undertake a review of the Contract at any time during the contract’s lifetime following submission of a KPI report or when an event has occurred which BEIS considers to be comparable to a material default of the contract. At a minimum, this will include mandatory Contract review and break points following the inception phase, and after the first year of MEL activity. Amongst other considerations, these review periods will reflect on the MEL Supplier’s performance, as well as the MEL plans set out in the inception report/delivery plans.

If in these Contract reviews, performance has not met BEIS expectations (multiple scores of red and or amber), where value for money can no longer be justified, or where the TEFOS programme has changed significantly to the extent that a MEL Supplier services can no longer be justified, or where changes to the programme are resulting in significant material changes to the MEL Suppliers requirements, BEIS may choose to vary the Contract so that it ends prematurely. This variation would seek to pay the supplier for all activities conducted to date only and not for any planned activities or deliverables in the future.

# 22. Budget and payment arrangements

BEIS has estimated the cost of the Contract, which has been informed by similar MEL projects in other ICF programmes. The TEFOS MEL Contract has a budget of up to £1.1 million excluding VAT but including any applicable international taxes and expenses.

BEIS reserves the right to amend the Contract to increase the scope of activities required of the MEL Supplier, so long as the budget permits this and any additional activities meet the objectives of the TEFOS MEL project. Contract amendments would be managed by a formal variation process.

BEIS reserves the right to increase the project budget during delivery, if funding is available, the performance of the MEL Supplier is deemed by BEIS to be satisfactory and the service will continue to deliver value for money. In such an instance, the MEL Supplier will be required to provide revised cost for any additional activities based on the rates submitted as part of tendering.

BEIS also reserves the right to reduce project activities and subsequently the value of the Contract, and will work with the MEL Supplier to revise costs and activities, which will be formalised as a variation to the Contract.

BEIS reserves the right to disqualify any Bidder whose proposed budget exceeds £1.1 million even if they score highly on technical criteria. In such instances, BEIS may consider awarding the Contract to a Bidder that has scored lower, but whose costs can be accommodated in this budget.

BEIS will only pay for expenses which can be evidenced with receipts and which adhere to BEIS’s Expenses Policy (Annex H). Where expenses exceed the limits set out in this policy, the MEL Supplier will be required to cover any excess, unless a strong justification can be provided.

Bidders will be required to confirm in writing that their price proposal will be valid for a minimum of 200 calendar days from the date of submission. This should be adequate time for the contract to be awarded to the MEL Supplier.

The MEL Supplier will take the risk of currency fluctuations when pricing the project. If currency fluctuations occur which are greater than 15%, then BEIS will discuss with the Supplier and take appropriate action.

This project is funded by the UK’s Official Development Assistance budget and will mostly operate in middle-income countries; there is therefore an extremely strong focus on value for money. All Bidders should take this into account when preparing their tenders, as well as – if selected – throughout the implementation of the programme.

The project’s costs will be broken down and paid as milestone payments, upon completion of that milestone deliverable and BEIS confirming that it accepts the deliverable. Only once the deliverable has been accepted will the MEL Supplier be permitted to submit an invoice to BEIS for that milestone. The invoice total will be linked to the milestone value as provided in the Pricing Schedule of the Call Off Contract, and so if the deliverable does not meet the BEIS’ expectations then the MEL Supplier will be required to rectify this at their own cost.

BEIS has identified the following tasks of which Milestones will be allocated. Project payments will be linked to the delivery of milestones and invoicing will be based on completion of milestones throughout the duration of the Contract. Bidder’s will, as part of their pricing submission, be permitted to identify milestones under each of these tasks.

The indicative tasks and indicative maximum budget caps are below. Bidders may propose different budgets if justified and provided the total is below £1,100,000. The indicative tasks cover 97% of the total budget, with 3% set aside for ad-hoc research requirements. This is a suggested budget to cover unanticipated opportunities which may arise and is designed to enable innovation and adaptive learning. BEIS may direct the Supplier to use this budget for specified tasks or the Supplier can suggest ways in which the budget can be used to deliver value-for-money.

Figure 7 - Indicative budget breakdown of total (£1.1 million)

|  |  |
| --- | --- |
| .**Task** | **Indicative Budget** |
| Req. 1 – Inception Phase | Max 10% of the budget |
| Req. 2 – Monitoring Framework | Max 15% of the budget |
| Req. 3 – Monitoring, Reporting & Evaluating | Max 18% of the budget |
| Req. 4 – Evidence Review for Pillar 3 | Max. 8% of the budget (includes cost for some remote interviews, upper end of the budget applies only if in-person fieldwork is conducted) |
| Req. 5 – Impact Evaluation | Minimum of 46% of the budget (includes security costs and fieldwork) |
| Ad-hoc research requirements | Max 3% of the budget |
|  |  |

Bidders will be required to price for known elements. The price of all the elements must be below the budget of £1.1m.

**Invoicing and prompt payment**

When invoicing, the MEL Supplier should provide a full and detailed breakdown of costs (including options where appropriate) and expenses. This should include staff (and day rates) allocated to specific tasks.

Invoices should be submitted on a quarterly basis and linked to the delivery of milestones, rather than time and expense monthly invoices, for example. Payment of invoices will be subject to the Contract Terms and Conditions. The indicative milestones for tasks and phasing of payments will be included in the MEL Supplier’s tender submission.

Any payment conditions applicable to the MEL Supplier must also be replicated with sub-contractors.

BEIS will aim to process all payments as soon as possible, and within a maximum of 30 days from receipt of correctly submitted invoices.

The MEL Supplier should pay any sub-contractors within 30 days of receiving a valid invoice. If this 30-day deadline is inconsistent with the MEL Supplier’s invoice schedule to BEIS (i.e. next invoice to BEIS is greater than 30 days after receipt of a valid invoice from a sub-contractor), and if the invoice is below £5,000 (including VAT) in total, the MEL Supplier is expected to resolve this directly with the sub-contractor. If the amount exceeds £5,000 (including VAT), and it could create issues in terms of the MEL Supplier’s own cash flow, the MEL Supplier is permitted to invoice BEIS ad hoc for any sub-contractor payments outside of the agreed invoicing schedule. However, BEIS expects the MEL Supplier to limit these incidences as much as possible.

The MEL Supplier must have management measures in place to avoid disputes on sub-contractor invoices, which could impact the time for payments to issued.

**Benchmarking and indexation**

Prices identified for tasks at the point of tender submission will be fixed for the duration of the Contract. However, subject to MEL Supplier performance, the MEL Supplier is permitted to adjust (increase or decrease) day rates of staff in line with the retail price index excluding mortgage payments (RPIX) in Contract Year 4, for the remainder of the contract. For the purpose of evaluation, costed activities proposed in the Pricing Schedule will exclude this RPIX calculation. To note, that any adjustment would require to be managed within the existing project budget, which would not be increased to manage this, unless in exceptional economic circumstances.

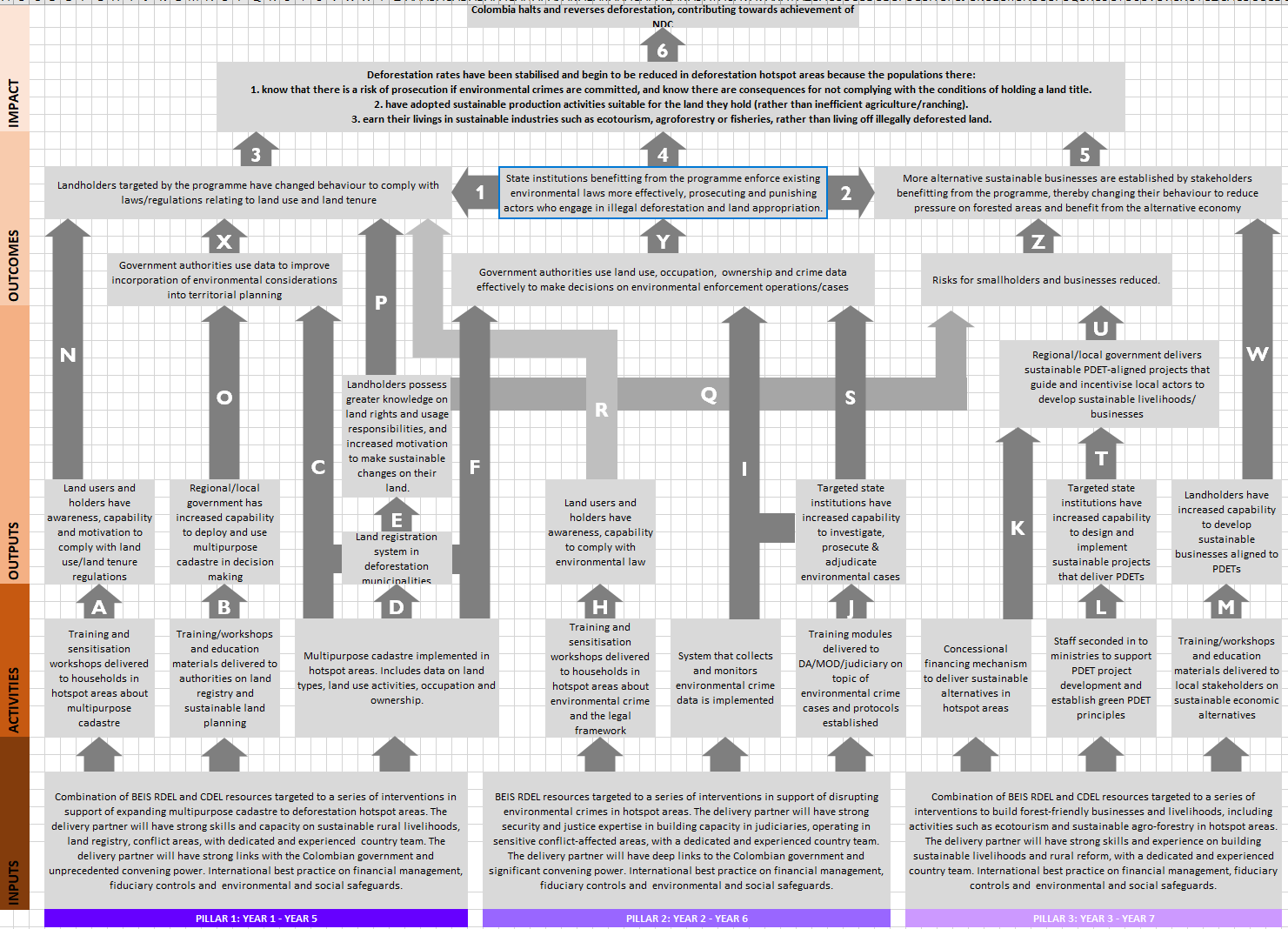
It is not BEIS’s intention to undertake a benchmarking exercise, however it reserves the right to do so, or suitable a similar activity, at the point of agreeing variations.

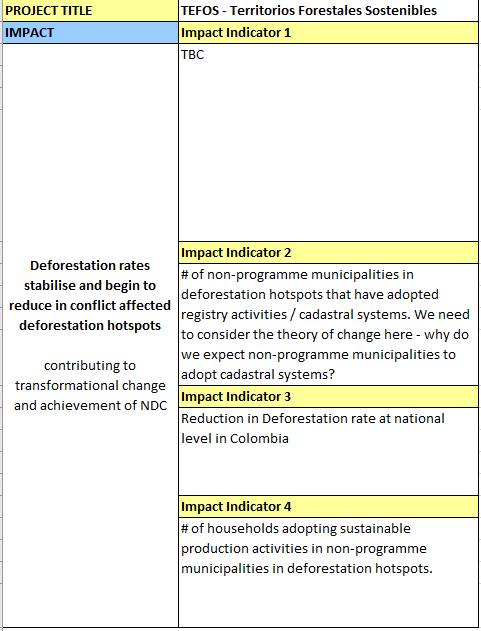
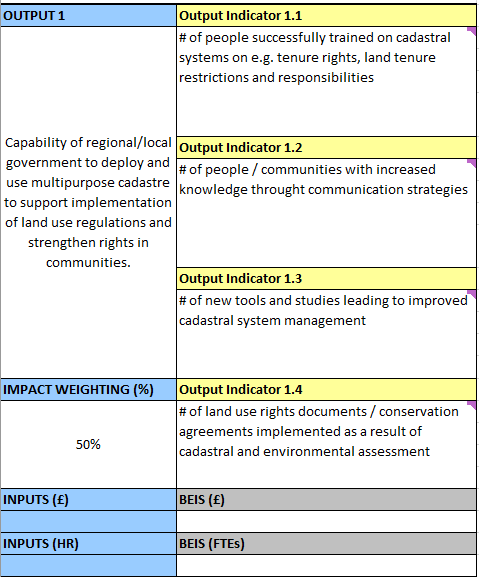
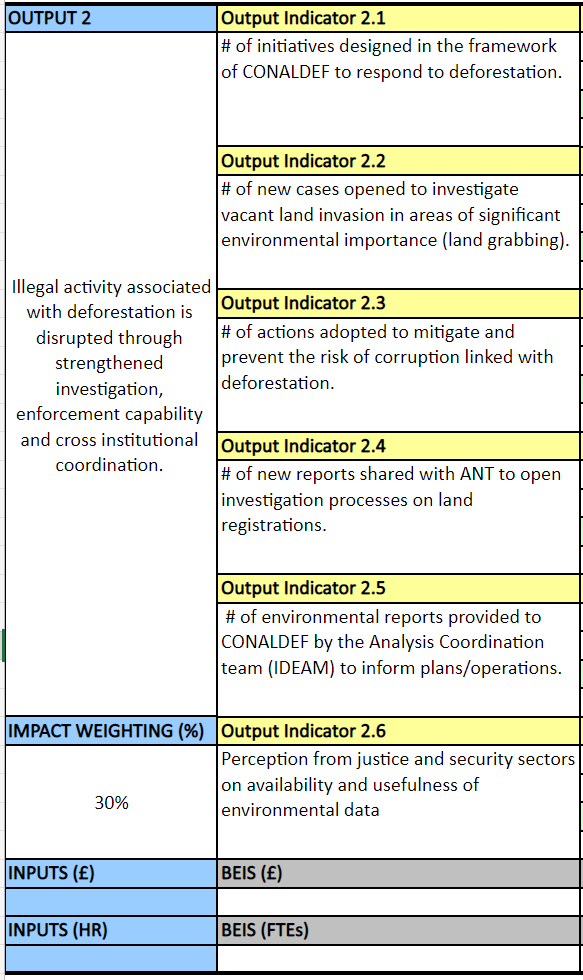
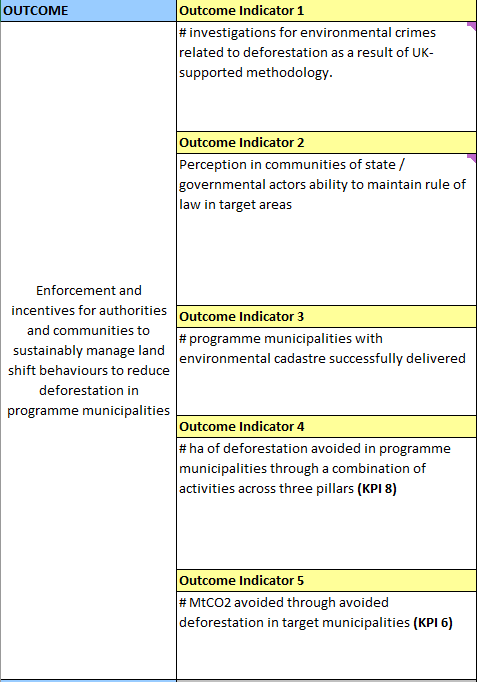
**Profit margin**

BEIS will not impose a maximum profit margin. However, as part of the Pricing proposals, Bidders are required to provide margin rates for each grade of expert as well as other elements of pricing. The average profit margin is required and this, as well as the average profit margin per grade of team member, will be reported on in the Actual Profit Margin Report. If confirmed by BEIS, this report will form part of the annual review. Where the project profit margin is higher than proposed in the MEL Supplier’s tender, BEIS will require robust justification and reserves the right to request changes to ways of working to reduce this to the levels originally propos

## Annex A: Theory of Change and provisional Logframe

**TEFOS Theory of Change**



**Provisional TEFOS Logframe (subject to change)**

## Annex B: TEFOS Governance Structures

TEFOS will be governed by three types of structures. Cutting across the whole programme is (1)the***Programme Board***making strategic decisions, below it will sit another cross-programme structure – (2) the***Working Group***and finally each pillar will have independent **Programme Management** structure(s) (3, 4 and 5) based on the standards of the specific delivery partner and agreed with BEIS. The below table proposes terms for these structures and includes detail on who will represent the various organisations, how frequently they will meet, the roles and decision-making ability and the interaction (reporting lines and flow of information) with other structures.

| **Structure name** | **Representation** | **Frequency of meetings** | **Summary of roles and decision-making responsibilities** | **Reporting to** | **Responsible for** |
| --- | --- | --- | --- | --- | --- |
| **1. Programme Board** | BEIS P&I Deputy Director with support from G6 as necessary  World Bank Country Director  UNODC Country Director,  Director / Vice Minister of MADS, DNP  and Presidency  Support function from BE Bogota  Other GoC agencies as required (*tbc*)  [In year 3 Country Director or equiv. for Pillar 3 Partner (*tbc*)] | 6-monthly calls/ meetings | BEIS and GoC to co-chair. Formal meeting for high-level decision making, ensuring coherence; risk management; progress reviews and strategic management. Coordination of senior GoC and delivery partner stakeholders.    Delivery Partners (DPs) agree to share available implementation status reports and information on overall progress to the extent possible in advance of the meetings or, where appropriate, during the meetings. | Delivery partner executive directors / board  BEIS SCS and Ministers  GoC Ministers and Presidency | Working Group |
| **2. Working Group  “Directive Committee”** | BEIS FLU Bilateral Partnerships G7 with support from G6  and BEIS FLU Programme Lead as necessary  World Bank Programme Lead and technical expertise when necessary  UNODC Programme Lead and technical expertise when necessary  Senior Official MADS, DNP and Presidency (tbc)  BE Bogota and CSSF  [Year 3 working level and technical officials. for Pillar 3 Partner (tbc)] | 3-monthly calls / meetings | Semi-formal meetings to ensure coherence between pillar activities and cross-programme objectives, through regular coordination with in-country teams, embassy, and other DPs.    DPs agree to share relevant, available information on overall progress in advance of the meeting, so that the Committee can assess performance and employ adaptive management, if required.    Directive Committee is responsible for ensuring there is coherence with wider avoided deforestation donor activity in Colombia, as well as coherence of comms. Committee is also responsible for ensuring MEL work is on track.    DPs agrees to deliver the required information/data to the independent MEL Supplier, including contributing to impact evaluation delivery. | Programme Board | Pillar level programme management |
| **3. Pillar 1 Programme Management** | World Bank technical expertise and programme manager  BEIS programme and technical leads in Bogota and London  MADS / DNP working level representation (*tbc*) | Monthly calls / meetings | Operational meeting to provide day to day, working level programme management and oversight of World Bank delivered activities in MDTF. This group is responsible for ensuring coherence between TEFOS cadastral activities and the national MC loan operation, escalating and identifying risks, working with other potential donors, and coordinating with the MEL Supplier to ensure data collection is in line with expectations.  WBG agrees to share information on risks and progress on work, as well as provide all other reporting required including financials. | Working Group | Direct responsibility for delivery teams on the ground |
| **4. Pillar 2 Programme Management**  **“*Operational Committee*”** | UNODC technical expertise and programme manager  BEIS technical leads in Bogota and London  GoC working level representatives (  CSSF representative | Monthly calls / meetings (virtually or in person) | Operational meeting to provide day to day, working level programme management and oversight of UNODC delivered activities. This group is responsible for ensuring coherence with activities under CSSF and those of other active donors (initially Norway), escalating and identifying risks, working with other potential donors, and coordinating with the MEL Supplier to ensure data collection is in line with expectations.  UNODC agrees to share information on risks and progress on work, as well as provide all other reporting required including financials. | Working Group | Direct responsibility for delivery teams on the ground |
| **5. Pillar 3 Programme Management** | [TBC based on delivery route and mechanism. To begin in Y3] | Monthly calls / meetings (virtually or in person) | Operational meeting to provide day to day, working level programme management and oversight of livelihoods activities delivered under Pillar 3. This group is responsible for pillar level risk identification and escalation, and frequent coordination with MEL Supplier to ensure data collection is in line with expectations. Other activities tbc based on delivery partner, route and financial mechanism. | Working Group | Direct responsibility for delivery teams on the ground |

## Annex C - Evidence Review

Several literature reviews were undertaken to evidence the approach set out in the Strategic Case and the assumptions that have been made in the Theory of Change. The themes of the literature review are set out in a series of statements.

1. Land formalisation and regularisation leads to increased tenure security.
2. Improved land governance and improved tenure security leads to reduced deforestation.
3. Improved tenure security increases investment in sustainable economic alternatives.
4. Increased access to credit incentivises the establishment of sustainable economic alternatives and avoids deforestation.
5. Improved institutional capacity and enforcement reduces deforestation

The evidence related to these statements are summarised using two criteria, set out in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Quantity of Evidence**reviews the amount of information related to the statement i.e. number of peer reviewed journals, programme results and other grey material. | | **Strength of Support**reviews to what extent the evidence consistently supports the statement. | |
| Lacking | Only a small amount of evidence related to the statement, predominantly grey material rather than peer-reviewed journals | Weak | Evidence does not support the statement and the findings are inconsistent. |
| Medium | Reasonable amount of evidence related to the statement, including a number of peer reviewed journals. | Mixed | Some evidence supports the statement and the findings are broadly similar. |
| Considerable | Large amount of evidence related to the statement, including a good mix of peer-reviewed journals and programme results. | Strong | Majority of evidence supports the statement and the findings are consistent. |

1. **Land formalisation and regularisation leads to increased tenure security.**

|  |  |
| --- | --- |
| **Quantity of Evidence** | **Strength of Support** |
| Medium | Mixed |

The literature notes that it is an oversimplification to equate tenure security with acquiring a land titlei. However, it is generally true that people with formal documentation display higher levels of security than those with no documents at all. Prindex data observes this overall in Colombia at a national scale and in individual regionsii. A study in Argentina found that including women in land titles reduced fertility and increased investment in children's human capital, both of which are potential proxies for increased securityiii.

The literature also highlights that land titles only increase tenure security when there is also state enforcement of property rights. Even though increased security is one of the main motivators for attaining a title, landowners expect many forms of tenure insecurity to persist, such as theftiv. It should also be noted that when land titling overturns customary land rights or creates overlapping claims, it can create conflict and decrease tenure securityv.

1. **Improved land governance and improved tenure security leads to reduced deforestation.**

|  |  |
| --- | --- |
| **Quantity of Evidence** | **Strength of Support** |
| Considerable | Mixed |

Evidence from Brazil suggests that registration and land-use behaviour are related, but the degree to which land registration positively impacts land use behaviour is contested. Early studies in Mata Grosso suggest that property registration has little impact on avoided deforestationvi. However, more recently, small but significant reductions in deforestation among small properties were found in Par´avii. Other studies have found small effects that depended on property size and locationviii. The most positive evidence for the relationship between land registration and avoided deforestation found that deforestation would be approximately 10% higher in Para and Mata Grosso in the absence of the Rural Environmental Registry (CAR – Portuguese acronym)ix.

The literature overwhelmingly agrees that overall, land rights are fundamental for deforestation outcomes however the quantity and strength of support depends on the targeted groupx. For example, a large amount of evidence shows positive outcomes from titling or formalising rights on community and indigenous landsxi. A systematic study of 80 cases of forest management across Asia, Africa, and Latin America, found that community ownership of forests led to lower consumption of forest products, thus greater protection of carbon storage benefits as well as livelihoods benefitsxii. In a review of the REDD+ initiative in Brazil, Cameroon, Tanzania, Indonesia, and Vietnam, Sunderlin *et al* (2014) found that establishing security of tenure for forest dwellers ensures protection of forests for greater carbon sequestrationxiii. Similarly, a study of forests in Bolivia, Brazil and Colombia found that areas managed by indigenous people saw a deforestation rate between 2 and 2.8 times lower than non-indigenous managed over a 12-year periodxiv.

Evidence of the relationship between land tenure and deforestation outcomes in non-indigenous and non-community lands is scarce. To date, Assuncao & Szerman (2018) is the only study to look specifically at the effects of titling private land on forest cover. They found that in Brazil titling reduces deforestation considerably, but the effect is not homogenous. In particular, effects are smaller in parcels with high initial forest cover and where cattle grazing is the main economic activity.  Moreover, evidence found that titling may even accelerate deforestation in large parcelsxv.

An increase in farm productivity, as a result of increased tenure security could theoretically decrease deforestation as higher yields reduce pressure to convert additional forest landxvi; there is a broad evidence base of the channels through which increased tenure security can impact on agricultural intensity, most recently summarised in Lawry *et al* (2017)xvii. However, the longer-term impact on deforestation has been less of a focus in the literature. A greater focus is placed more broadly on the impact on preserving natural habitat, however a handful of studies have shown that higher farm productivity can help reduce the conversion of natural habitat to agricultural landxviii. It is acknowledged within the literature that agricultural intensification is not a silver bullet to conserve tropical forests; effects will vary with the type of intensification and with the institutional and policy contextsxix. For example, farmers may decide to invest in expansive instead of intensive agriculture and apply more fertilizers that may affect downstream water qualityxx. On the other hand, tenure security has been shown to produce positive externalities such as increased investment in soil conservation activitiesxxi.

1. **Improved tenure security increases investment in sustainable economic alternatives.**

|  |  |
| --- | --- |
| **Quantity of Evidence** | **Strength of Support** |
| Considerable | Strong |

There is widespread evidence for the causal relationship between increased security and increased investment. For example, Prindex data shows that in Colombia 77% would invest more in their property if they had absolute certainty of not losing the property in the next 5 years, although this would only happen if the respondent’s confidence in enforcement of property rights raised significantlyxxii. Recent DFID-funded research found a medium-sized, high-quality body of evidence which supports an association between secure property rights and long-term economic growth and with investment from private firmsxxiii. In a systematic study of 20 quantitative and 9 qualitative studies, Lawry *et al* (2014) found a 40% increase in investment (corresponds to 15% income increase) if land tenure is securexxiv. A study of 33 countries found that stronger property rights were associated with a 5% increase in GDP growthxxv, while a study of 108 countries found that stronger property rights were associated with an increased average annual growth of per capita income by 6 to 14 percentxxvi. Another global study of 101 countries found that more secure property rights were associated with higher private investmentxxvii. These studies emphasise that the positive economic effects of tenure security rely on wider socio-economic factors such as social polarisation, political stability and quality of financial and product markets, and that effects vary greatly.

There is also a large body of evidence supporting the relationship between tenure security and sustainable investment. In a systematic review of 36 quantitative and 23 qualitative studies, Higgins *et al* (2018)xxviii found that land tenure security had positive effects on productive and environmentally beneficial agricultural investments. Programme results also support the relationship, the ProCerrado programme in Brazil led to 38,017 land users adopting sustainable land management (exceeding targets) after having their landholdings enrolled in the CARxxix. In a Rwandan land tenure regularisation programme, the pilot participants doubled their investment in soil conservation with a larger increase for femalesxxx.

1. **Increased access to credit incentivises the establishment of sustainable economic alternatives and avoids deforestation.**

|  |  |
| --- | --- |
| **Quantity of Evidence** | **Strength of Support** |
| Considerable | Mixed |

There is mixed evidence between improving credit access and whether that leads to establishing sustainable alternatives that decrease deforestation. Credit access is often important in efforts to intensify production and can therefore reduce pressure at the forest frontierxxxi. Many small-scale farmers in the Cerrado biome mentioned the lack of funds available to for investments in high productivity agricultural production in order to increase profitsxxxii. Programme evidence suggests that credit incentivises the establishment of sustainable business. For example, by making farmers aware of the availability of credit sources the Colombia SPS programme has led to 2899 ha (end of project target is 4,500) of farm being converted into SPSxxxiii.

However, some studies have found a positive and significant correlation between credit and deforestation. Although when rural credit became conditional upon stricter environmental restrictions in Brazil, deforestation reduced, it was concluded that this was mostly due to the tightened credit constraints for farmers that decreased the availability of capitalxxxiv. Therefore, increased credit access may increase deforestation, especially in cattle farming areasxxxv. An increase in the amount of bank branches and in deforestation was also found to be correlated in the Brazilian Amazonxxxvi.

The lack of input access due to bad infrastructure and high transaction costs presents an additional barrier to intensifying productionxxxvii. During the CARE project in Guatemala the lack of markets and the frequency of wildfires were identified as constraints for additional investment for sustainable alternativesxxxviii. Additionally, the poorest may prioritise stability over profit and therefore not want credit; 40% of those interviewed in Peten, Guatemala said they did not want credit, and seemed to worry about losing their land, increasing interest costs and the risks associated with a loanxxxix. Food security is a major concern for small-scale farmers in Peten and therefore they may prioritise stability over profitxl.

1. **Improved institutional capacity and enforcement reduces deforestation.**

|  |  |
| --- | --- |
| **Quantity of Evidence** | **Strength of Support** |
| Lacking/Medium | Mixed |

Many studies acknowledge that enforcement is crucial in supporting other forest-conserving policies. Without law enforcement, other forest management policies such as protected areas, timber sustainability certification schemes, payments for environmental services schemes and even community-based management cannot function effectivelyxli.

The availability of timely and accurate remote sensing data is critical to quick enforcement in new areas of deforestation. Assuncao (2014) estimates that, after the adoption of DETER-based monitoring, increased intensity of law enforcement helped avoid approximately 62,000 square kilometres of Amazon forest clearings from 2007 through 2011.  Furthermore, the same study estimated that deforestation from 2007 through 2011 was 75% less than it would have been in the absence of finesxlii.

Empirical studies on enforcement show positive evidence. In Brazil a 1% increase in the number of fines per deforested area in a municipality has reduced deforestation by on average 0.2%xliii. The main challenges for enforcement are the high costs of field-based enforcement in the Amazon region and the low collection rate of fines; Less than 9% of fines issued from 2011-2015 in the Brazilian Amazon were collectedxliv. For the enforcement to be effective, the fines should be perceived as fair. The public desire not to enforce the law due to the high costs for farmers was identified as one of the key obstacles for optimal enforcementxlv.  Additionally, having a centralised enforcement strategy allows for the efficient allocation of resourcesxlvi.

Approximately 50% of the deforestation slowdown since 2004 can be attributed to changes in the Brazilian forest governance regimexlvii. However, beyond Brazil there is currently limited evidence linking the effectiveness of institutions and deforestation.

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## Annex D - Stakeholder mapping for learning and knowledge products from TEFOS MEL

The below stakeholder map is a preliminary list of relevant stakeholders interested in engaging with the evidence and knowledge products from the monitoring, evaluation and learning (MEL) component of the TEFOS programme. This document identifies the audiences who have been assessed as having an interest in one or multiple aspects of the programme, and the anticipated level of influence they may have in effecting change as a result of the findings. This includes stakeholders within and beyond HMG.

This preliminary list will be further developed with the MEL Supplier and will respond to demand for the learning generated.

**‘Influence’** is here defined as the potential power to shape HMG’s future direction on programming which delivers policy influencing outcomes as a result of the findings of the evaluation.

**Priority** indicates how far the Supplier/ programme manager should:

1. In the case of internal stakeholders, aim to engage and inform, and to seek feedback on what they would find most helpful as a product/result of this evaluation.
2. In the case of external stakeholders, aim to share lessons, and potentially mitigate risks.

**Mapping: external to HMG**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| User/stakeholder | Interest in +ve findings (1 – 4) | Interest in –ve findings (1 - 4) | Influence (1 – 4) | Priority |
| Colombian public institutions related to deforestation: control and enforcement entities, environmental authorities, and rural development agencies | 4 | 4 | 3 | High |
| Colombian organisations: civil society organisations, community leaders of relevant areas (Fundación Natural, Gaia, CIPAV, Sinchi, ANZORC etc.) | 4 | 4 | 2 | High |
| Sustainable land use NGOs & civil society organisations (including ODI, Rights and Resources Initiative, FOLU, WWF, WRI, TNC). | 4 | 4 | 1 | High |
| Multilateral Organisations (World Bank, IDB, UN agencies) | 4 | 4 | 3 | High |
| Academic practitioners (e.g. Institute of Development Studies) | 4 | 4 | 1 | Medium |

**Scale: 1 = Low; 4 = High**

**Mapping: internal HMG**

|  |  |  |  |
| --- | --- | --- | --- |
| **User/stakeholder** | **Interest (1 – 4)** | **Influence (1 – 4)** | **Priority** |
| BEIS ICF teams | 4 | 3 | High |
| British Embassy in Colombia:  ICF, CSSF, Prosperity Fund and Newton Fund | 4 | 3 | High |
| Joint Funds Unit CSSF team | 4 | 2 | Medium |
| FCDO | 4 | 2 | Medium |
| Defra | 4 | 2 | Medium |

## Annex E: Gender equality guidance

This guidance is intended to set out gender equality requirements and aid Suppliers to consider ways of going beyond compliance.

**Bidders’ capability and specialist technical skills**

* Teams need to ensure they have appropriate access to specialist technical social development/gender skills.
* Senior management should have oversight of gender and inclusion. They have a role to play as gender and inclusion champions. There should also be a named person of sufficient seniority with responsibility to ensure delivery. This person should be part of the programme governance structure.

**Finance**

* Ensure gender expertise is adequately budgeted for, that budgets and time allocation reflect ambition on specific activities to integrate gender and empower women and girls.

**Corporate assurance and risk**

* Integrate sound social, gender and inclusion analysis for due diligence and risk mitigation and address the potential gender and inclusion constraints and opportunities in doing business.
* Assessment of capabilities of downstream partners.

**Communications**

* Internally ensuring all stakeholders are familiar with requirements
* Externally promoting results

**Gender equality beyond compliance**

The following three-step framework is a key tool to guide programmes through the level of ambition on gender and inclusion and how to apply this in practice. Gender equality beyond compliance is good business practice and enhances growth.

The framework consists of: 1) compliance, 2) empowerment, and 3) transformation.

The starting point is minimum compliance. At this level, the programme focuses on due diligence, risks, practical needs and vulnerabilities of women and other marginalised groups.

The second level focuses on empowerment. This builds upon minimum compliance and adds building assets, capabilities and opportunities for women and other marginalised groups.

At the third and highest level of compliance, the programme looks for transformative change. In addition to level 1 and 2, this focuses on strategically removing systemic barriers that limit marginalised groups from fully participating and benefiting from economic activity.

The following chart provides the criteria that the programme needs to meet to position itself at each level.

| **Level 1: Minimum compliance**  **Voice**  Programme **address due diligence, risks, practical needs and vulnerabilities of women** and marginalised groups | **Level 2: Empowerment**  **Choice**  Programme **build assets, capabilities and opportunities for women** and marginalised groups | **Level 3: Transformation**  **Control**  Programme **addresses unequal power relations and seeks systemic institutional and societal changes** |
| --- | --- | --- |
| **For Gender Equality Act 2014 (GEA) compliance: programme has a statement** in strategic case/ proposal summarising how gender has been considered.   * **assessment of intervention impacts (benefits and losses) on women and men** and gender relationship between them * Business case owners/SROs/ implementing partners are confident interventions will **do no harm or worsen discrimination**/gender inequality * Identifies **measures to integrate gender across programme cycle** – minimum in design and M&E * **Identifies risks and unintended negative consequences** to avoid, mitigate and monitor   **Diagnostics and design**   * **Consultation** with women and organisations * Addresses **women’s practical needs** * A focus on **risk mitigation** including **implementation of** **social and environmental sustainability performance standards; social safe guards** * **Sex disaggregated analysis and (KPI) indicators** for programming and log-frame as a minimum * **Minimal institutional change to support gender equality** | In addition to level 1  **Programme approach** **is more ambitious** - moves beyond GEA compliance and risk mitigation and monitoringto:   * Recognise and take women’s care and responsibilities into account as a major constraint to women’s economic participation * increase women’s productive employment opportunities; * improve size/profitability of women’s enterprises * increase access and control over economic assets * increase women’s individual agency and decision-making power with choices, knowledge and info * **Women’s groups are active participants** in design and implementation of programme; with regular beneficiary feedback * **Supported by gender mainstreaming with institutional change** | In addition to levels 1 and 2  **Programme** **tackles strategic needs to remove systemic barriers that prevent women’s contribution to, and benefits from, economic participation.** Programme address persistent gaps in women’s economic opportunities   * Programme **challenges social norms** around women’s economic participation and ability to access resources and employment * **Recognises, redistributes and reduces household** and caring responsibilities/unpaid labour * Programme **amplifies women’s collective voice and action** around economic opportunities and rights e.g. provide support/training to build and grow organisations to collectively bargain for improved public services * Supports protective **legal and policy frameworks** including for women e.g. health and safety, equal pay, sexual harassment * **Role model workplace change** **for social norm change at scale** * **Accountability mechanisms** for quality service delivery, including redress mechanisms for non-compliance with performance standards, worker exploitation, resettlement and compensation * **Supports women and local organisations to negotiate and participate in innovative benefit-sharing schemes**, effective resettlement design including e.g. land title for women etc, * **Proper representation of women and marginalised groups on governance and planning decision making bodies** * **Cutting edge contractual mechanisms** in construction, operation and maintenance to e.g. include women’s participation * through quotas and affirmative action in skills upgrading, support for women-owned enterprises * **Embraces gender mainstreaming with institutional changes** |

## Annex F: Safeguarding

**BEIS Safeguarding Guidance for Delivery Partners – Due Diligence**

**1.Background**

At the Safeguarding Summit on 5 March 2018, DFID’s Secretary of State announced there would be new and enhanced safeguarding standards for UK charities and NGOs. These standards cover partner policies, and processes on safeguarding, whistleblowing, human resources, risk management, codes of conduct and governance. BEIS agreed to adopt these standards. This guidance sets out details for new safeguarding standards and how they will be assessed through the Delivery Partner Review, (DPR) process conducted by KMPG to assess an organisation’s ability to protect from sexual exploitation and abuse and harassment, children, young people and vulnerable adults they work with as well as their own staff and volunteers.

**2. Which partners does this enhanced guidance apply to?**

BEIS wants to be satisfied that any partner it decides to directly fund can meet and apply the enhanced safeguarding standards. Section 6 below provides more details of the roll-out of the new standard. Partners are encouraged to move beyond compliance to the minimum standard and commit to adopting a more comprehensive safeguarding practice and culture.

**3. ODA Principles of safeguarding**

Safeguarding in its broad sense means protecting people and the environment from unintended harm, but in this guidance, BEIS is focusing on preventing and responding to harm caused by sexual exploitation, abuse, harassment or bullying. The aim is to minimise the likelihood and impact of these actions towards both the people we are trying to help, and also people who are working in the sector. BEIS is committed to applying the following principles in relation to safeguarding. We expect our partners to apply these principles in their work and through their delivery chains.

The safeguarding principles that should underpin all due diligence are as follows:

* Everyone has responsibility for safeguarding.
* Do no harm
* Organisations have a safeguarding duty of care to beneficiaries, staff and volunteers, including
* where down-stream partners are part of delivery
  + This is also true of children and vulnerable adults in the community who are not direct
* beneficiaries but may be vulnerable to abuse
* Act with integrity, be transparent and accountable
* Organisations that work with children and vulnerable adults should apply a safeguarding lens
* to their promotional communications and fundraising activities.
* All activity is done in the best interests of the child/vulnerable person
* A child is defined as someone under the age of 18 regardless of the age of majority/consent in
* country.
* All children shall be treated equally, irrespective of race, gender, religion/or none, sexual
* orientation or disability
* Organisations that work with children and vulnerable adults should apply a safeguarding lens
* to their promotional communications and fundraising activities.

These principles are aligned with the UN Convention on the Rights of a Child (UNCRC).

**4. What policies do we expect our partners to have?**

All of **the six areas below** are essential to promote a safeguarding environment that protects all children, vulnerable adults and staff. The enhanced due diligence approach reflects the assumption that **all six areas** are relevant and achievable for all partners and sets a benchmark of minimum standards that all BEIS partners, regardless of size or type, should aspire and work towards.

|  |
| --- |
| **Safeguarding** shapes the organisation’s approach, practice and culture to ensuring a comprehensively safe environment for all people that the organisation engages with. Not all organisations may have an overarching/combined safeguarding policy, which is reasonable in the short term. If the organisation works with children, vulnerable adults or young people they must have a child protection policy and/or a vulnerable adult’s policy. If they do not have those policies then they cannot pass the due diligence assessment. If they do not work with children and/or vulnerable adults and do not have an overarching safeguarding policy then they must have bullying, sexual exploitation and harassment and abuse policies. These may be ‘stand-alone’ policies or part of the organisation’s overall HR Manual. If they are UK based and are compliant with the new Charity Governance Code -www.charitygovernancecode.org/en/front-page then that should cover some areas. |

|  |
| --- |
| **Whistleblowing** allows concerns to be raised and resolved at the appropriate level. This area is concerned with having a clear process that is widely understood and accessible to all staff, for dealing with concerns and a handling framework with identified owners of each step. The policy (which may not be referred to as whistleblowing but might be a complaints and/or concerns policy) should be explicit that there can be no reprisals for the whistle blower. There should also be a clear process to follow if the complaint / concern is being raised against an individual in the organisation who manages internal complaints or concerns. |

|  |
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| **Human Resources** focuses on recruitment and vetting processes to support recruitment of the right people and on-going training and awareness for all staff and volunteers. Organisations should have an awareness of the level of safeguarding risk in each role. If the organisation uses interviews that are competency based, and if a job role is to work with children and or vulnerable adults, then the interview should address the requisite competencies needed. For all other roles that do not work directly with children, young people and vulnerable adults then there should be mandatory safeguarding and whistleblowing training as part of the induction. For all staff there should be regular refresher training on safeguarding and whistleblowing. |

|  |
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| **Risk Management:** This area considers the risk management framework of the delivery partner which sets out the approach to risk, the risk appetite to guide risk identification and the assessment of safeguarding risks and promotes the use of risk registers for each programme. Risk management at the project level will include a risk register with clear mitigating actions and identifiable owners. Risks should be reviewed regularly. If the delivery partner is working with vulnerable people, safeguarding should be a separate risk category on the organisation’s register or framework. There should also be clarity for escalation of safeguarding risks. The expectations of risk management for downstream partners should be made explicit in the risk policy or approach. |

|  |
| --- |
| **The Code of Conduct** describes the ethics and behaviours required of all parties to ensure a robust safeguarding environment. It is designed to create a culture of best practice which all partners should adhere to. We expect our partners to have their own internal robust code of conduct that clarifies the values, principles and the acceptable behaviours within that organisation and which should influence and drive the organisation’s culture – it reflects the tone from the top which is vital to address safeguarding risks. |

**5. Proportionality and how it will be applied** Not all of the above policy areas will be met as this will depend on the size of the organisation, its role and mandate and the programme it is setting out to deliver. However, it is not enough for an organisation to be compliant in one or two areas. They **must be compliant in all six standard areas, on a risk-based approach.** Our goal is to improve safeguarding across the aid sector. This means encouraging our partners to improve, even when we consider them to have met a basic standard. Not all partners will be involved in programmes that engage with or deliver to children, young people or vulnerable adults. We also recognise that the standards may go beyond the policies and processes in place in smaller organisations. In those situations, teams will take a proportionate approach which is in accordance with the level of risk associated with the programme, in order to gain a level of assurance commensurate with those risks. They will also confirm whether adequate controls are in place to mitigate identified risks.

**6. What will happen if partners do not meet the enhanced standards?** In the case of an existing/prospective partners, BEIS may decide to postpone issuing funding while the partner works to meet the minimum standards. BEIS can provide support to these partners to achieve this, within an agreed timeline.

**7. What is expected of downstream partners?**

First tier partners are reminded of their responsibility to ensure appropriate safeguarding standards have been cascaded down the delivery chain. This means that we expect the new enhanced standards to be applied throughout their delivery chains and we would expect to see evidence that the standards have been shared and that partners are clear about those expectations. This will be reviewed annually, as part of ICF’s risk mapping exercise, an exercise which seeks to understand, capture and manage the risks to the successful delivery of a programme in relation to downstream delivery partners.

**Governance & Accountability** standards create, foster and ensure safeguarding through requisite controls and oversight. They identify the responsibility of those who are custodians of the organisation’s values ensuring people are put first. Corporate governance is the system by which organisations are directed and controlled including its oversight structure and its effective operation. It is intended to increase the accountability of an organisation; it is the way that the organisation polices itself.

The organisational Board (be they trustees appointed or elected or shareholders) has ultimate responsibility for safeguarding and should always act in the best interests of the beneficiaries, staff and volunteers. The board should not be unduly influenced by those who may have special interests and should always place the interests of the organisation before any personal interest. It is vital that it is independent in its safeguarding decision making. There should be a designated safeguarding officer at Board level who is engaged with the senior leadership teams or management of the organisation. Engagement should be evidenced by regular reporting directly to the senior leaders and Board either through a standing agenda item in regular meetings or through the risk register update.

**9. Reporting a safeguarding concern**

If there is an episode of abuse, exploitation or harassment, our expectation is that the delivery partner takes it seriously through reporting, learning (e.g. changes made to policies and practices) and providing support to those affected. It is also important to take account of local context where reporting to authorities would cause further harm to the beneficiary/survivor. Consideration should also be given by the delivery partner to the support needed by staff and volunteers aiding victims of sexual abuse, exploitation and harassment.

Concerns regarding a breach in safeguarding policy should be reported immediately to BEIS’s

Reporting Concerns inbox at to BEIS’s ODA Reporting Concerns inbox at

odasafeguardingconcerns@beis.gov.uk

## Annex G: Performance KPIs and scoring methodology



## Annex H: BEIS expenses policy

The BEIS expenses policy should be used as a benchmark for agreeing any expenses. Any instances where the MEL Supplier wishes to deviate from this will only be considered on an exceptional basis, will need approval by BEIS, and will need to be supported with strong evidence that it delivers value for money for the programme, limits the potential for misuse or fraud, allows for efficient payment to MEL Suppliers, and is as transparent and auditable as possible. BEIS will pay maximum expense rates, but if the MEL Supplier is willing to incur costs which are greater than this value, they are permitted to cover any excess costs at their own expense (for example, if the MEL Supplier wishes to travel in premium or business class for a flight of <3.5 hours).

The key principles of the BEIS expenses policy are:

1. BEIS never intends for staff (and its consultants) to be out of pocket because of official business. Compliance with this policy should always mean staff (and consultants) are reimbursed the costs they have incurred.
2. When incurring costs, we are expending public money and all that we do must be guided by ensuring we deliver value for money.
3. When incurring costs, we must consider the reputational impact of our spend, as well as the financial implications.
4. All expenses must be within agreed rates and must be backed up with receipts.

The key rates to be aware of are:

|  |  |
| --- | --- |
| Description | Relevant Rates |
| **Hotel rates** | £140 London and international |
| **Hotel rates** | £100 outside London (UK) |
| **Incidental expenditure** | up to £5 per day UK, up to £10 per day overseas |
| **Flights - Economy Class** | <6hrs  flight time |
| **Flights - Premium Class** | >6hrs flight time  - requires strong rationale (e.g. going straight into meetings) and Director sign-off. |
| **Trains - Advance open return** | Standard Class flexible ticket |
| **Breakfast (early start) costs receipted.** | £5 benchmark (UK and overseas travel outside of Europe and North America)  £10 benchmark (Europe and North America) |
| **Lunch costs receipted** | £5 benchmark (UK and overseas travel outside of Europe and North America)  £15 benchmark (Europe and North America) |
| **Dinner costs receipted** | £15 benchmark (UK and overseas travel outside of Europe and North America)  £25 benchmark (Europe and North America) |
| **Staying with friends and family** | £5 Lunch and £15 Dinner (£20 limit per 24hr period) – requires line manager approval. |
| **Car journeys ≤10,000** | 45p per mile |

## Annex I: DfID Supplier Code of Conduct

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**DFID Supply Partner Code of Conduct**

**Principles**

DFID aims to create an inclusive culture of best practice with the delivery partners with whom it engages and which receive UK taxpayers’ funds. All supply partners should adhere to the overarching principles of the Supply Partner Code of Conduct (Code).

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| **Overarching Principles for Supply Partners**   * **Act responsibly and with integrity** * **Demonstrate commitment to poverty reduction and DFID priorities[[30]](#footnote-31),** including work in fragile and conflict affected states, recognition of human rights, focus on girls and women, youth engagement, climate change and wealth creation * **Demonstrate commitment to wider HMG priorities[[31]](#footnote-32)** * **Seek to improve value for money** * **Be transparent and accountable** |

**DFID Supply Partner responsibilities**

Supply partners and their sub-contractors should ensure they have read and understood the Code and their required compliance level and seek clarification from DFID where necessary. In particular, it is important that the supply partners and their sub-contractors understand any risks and have systems in place to manage them. The 3 compliance levels are:

**Compliance Level 1 -** Supply partners with an individual Contract Value of £1m or above, or two or more contracts with DFID with a combined value of £5m or above

**Compliance Level 2 -** Supply partners with an individual Contract Value below £1m, or two or more contracts with DFID with a value of less than £5m

**Compliance Level 3 –** Supply partners with an individual Contract Value, or component of a Contract, with a value below the EU Threshold. At this level supply partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks. These supply partners will not be monitored against the contractual KPIs.

**Scope**

This Code forms part of DFID’s standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for supply partners. DFID will monitor supply partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) referenced in Annex 1a and 1b.

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| 1. **Value for Money and Governance**   Key Performance Indicators KPI 1 a – c |

Value for Money is an essential requirement of all DFID commissioned work. All supply partners must seek to maximise development results, whilst driving cost efficiency, throughout the life of commissioned programmes. This includes budgeting and pricing realistically and appropriately to reflect delivery requirements and levels of risk over the life of the programme. It also includes managing uncertainty and change to protect value in the often challenging environments that we work in.

Supply partners must demonstrate that they are pursuing continuous improvement to reduce waste and improve efficiency in their internal operations and within the delivery chain. DFID expects supply partners to demonstrate openness and honesty and to be realistic about capacity and capability at all times, accepting accountability and responsibility for performance along the full delivery chain, in both every-day and exceptional circumstances.

**Specific requirements include:**

* Provision of relevant VfM and governance policies and a description of how these are put into practice to meet DFID requirements (e.g. codes on fraud and corruption, due diligence);
* A transparent, open book approach, which enables scrutiny of value for money choices, applies pricing structures that align payments to results and reflects an appropriate balance of performance risk;
* Processes for timely identification and resolution of issues and for sharing lessons learned.

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| 1. **Ethical Behaviour**   Key Performance Indicators KPI 2 a- f |

DFID supply partners and their sub-contractors act on behalf of government and interact with citizens, public sector/third sector organisations and the private sector These interactions must therefore meet the highest standards of ethical and professional behaviour that upholds the reputation of government.

Arrangements and relationships entered into, whether with or on behalf of DFID, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by staff who are directly involved in the management of a programme, procurement, contract or relationship with DFID, where key stages may be susceptible to undue influence. In addition, supply partners and their sub-contractors must not attempt to influence a DFID staff to manipulate programme monitoring and management to cover up poor performance.

Supply partners and their sub-contractors must declare to DFID any instances where it is intended that any direct or delivery chain staff members will work on DFID funded business where those staff members have any known conflict of interest or where those staff members have been employed by DFID or the Crown in the preceding two years. Supply partners and their sub-contractors must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply partners and their sub-contractors must have the following policies and procedures in place:

* Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)
* Ongoing conflict of interest, mitigation and management
* Refresher ethical training and staff updates (including awareness of modern day slavery and human rights abuses)
* A workforce whistleblowing policy
* Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at fraud@dfid.gov.uk or on +44(0)1355 843747

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| 1. **Transparency and Delivery Chain Management**   Key Performance Indicators KPI 3 a – f |

DFID requires full delivery chain transparency from all supply partners. All delivery chain partners must adhere to wider HMG policy initiatives including the support of micro, small and medium sized enterprises (MSMEs), prompt payment, adherence to human rights and modern slavery policies and support for economic growth in developing countries.

DFID’s direct/prime supply partners (tier 1) must engage their delivery chain supply partners in a manner that is consistent with DFID’s treatment of its prime supply partners. This includes, but is not limited to: pricing; application of delivery chain risk management processes; and taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements.

**Specific requirements for prime supply partners include:**

* Provide assurance to DFID that the policies and practices of their delivery chain supply partners and affiliates are aligned to this Code;
* Maintaining and sharing with DFID up-to-date and accurate records of all downstream partners in receipt of DFID funds and/or DFID funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;
* Ensuring delivery chain partner employees are aware of the DFID fraud mail box[[32]](#footnote-33) found on DFID’s external website and of the circumstances in which this should be used;
* Publication of DFID funding data in accordance with the International Aid Transparency Initiative (IATI)[[33]](#footnote-34)
* Supply partners shall adhere to HMG prompt payment policy not use restrictive exclusivity agreements with sub-partners.

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| 1. **Environmental issues**   Key Performance Indicators KPI 4 a – b |

DFID supply partners must be committed to high environmental standards, recognising that DFID’s activities may change the way people use and rely on the environment, or may affect or be affected by environmental conditions. Supply partners must demonstrate they have taken sufficient steps to protect the local environment and community they work in, and to identify environmental risks that are imminent, significant or could cause harm or reputational damage to DFID.

**Commitment to environmental sustainability may be demonstrated by:**

* Formal environmental safeguard policies in place;
* Publication of environmental performance reports on a regular basis
* Membership or signature of relevant Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (eg the Extractive Industries Transparency Initiative[[34]](#footnote-35)).

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| 1. **Terrorism and Security**   Key Performance Indicators KPI 5 a – d |

DFID supply partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of applicable terrorism legislation.

**Specific requirements:**

* DFID suppliers must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme[[35]](#footnote-36). Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
* All DFID supply partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development[[36]](#footnote-37), which sets out best practice in technology-enabled programmes
* Ensure that DFID funding is not linked to terrorist offences, terrorist activities or financing

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| 1. **Social Responsibility and Human Rights**   Key Performance Indicators: KPI 6 a – d |

Social responsibility and respect for human rights are central to DFID’s expectations of its Supply Partners We will ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within the complex delivery chain environments funded by DFID. These include unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers. DFID will expect a particular emphasis on management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

**Specific requirements**:

* All Supply Partners must be fully signed up to the UN Global Compact[[37]](#footnote-38);
* Practices in line with the International Labour Organisation (ILO) 138[[38]](#footnote-39) and the Ethical Trading Initiative (ETI) Base Code[[39]](#footnote-40) are encouraged;
* Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights, as detailed in Annex 2;
* A Statement of Compliance outlining how the organisation’s business activities help to develop local markets and institutions and contribute to social and environmental sustainability, whilst complying with international principles on labour and ethical employment, social inclusion and environmental protection.
* Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions;

**Annex 1a**

**Compliance KPIs and contractual checking mechanisms**

Maintaining standards of assurance and driving sustainable improvements, in connection with the Code’s principles through partner relationships is a key focus for DFID.

Supply partner and delivery chain compliance checking processes will take place in accordance with the agreed compliance levels and the specific contractual clauses down the delivery chain, DFID shall undertake compliance spot checks.

Where appropriate, a progress review plan setting out the Code of Conduct delivery methodology for the supply partner arrangements during the contract term may be jointly developed during Contract mobilisation.

| **Contract Checks and Compliance KPIs** | | **KPI target** | **Specific Contractual link** | **Checking mechanism** |
| --- | --- | --- | --- | --- |
| **i.**  **ii.** | Declaration of acceptance of the DFID Supply Partner Code of Conduct | Annual declaration submitted by contracted supplier on behalf of delivery chain | Terms of Reference | Declaration of acceptance at  the applicable level of compliance with each of the 5 sections received |
| Declaration of sign up to the UN Global Compact | Annual declaration submitted by contracted supplier on behalf of delivery chain | N/A | Declaration of applicable sign up received |
| **1.**  **a)**  **b)**  **c)** | **VfM and Governance standards**  Economic and governance policies in practice | Annual updated documentation provided  (copy of Policy with detailed annual financial breakdown relating to contract ) | Terms of Reference | Annual contract review/programme management  Audit checks |
| VfM being maximised over the life of a contract   1. By confirmation of annual profit level fluctuations since tender submittal 2. by timely identification and resolution of issues 3. ensuring lessons learned are shared | Updated documentation submitted once annually | Contract Terms & Conditions  Terms of Reference  Terms of Reference | Spot checks  Annual contract review/programme management  Spot checks  Annual contract review/programme management  Spot checks |
| Tax Declaration (HMRC format)   * Tax the organisation paid on profits made in the last 3 years, and in which countries * Compliance with relevant country level tax regulations fully understood and met | Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners | Contract Terms and Conditions  Terms of Reference | Annual return  Spot checks |
|  |  |  |  |  |
| **2.**  **a)** | **Ethical Behaviour**  Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest | Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners | Contract Terms and Conditions | Annual return  Spot checking |
| **b)** | Ongoing conflict of interest, mitigation and management | As 2a. above | Contract Terms and Conditions | Annual return  Spot checking |
| **c)** | Refresher ethical training and staff updates (including disclosure restrictions on DFID confidential information) | Copy of training logs provided  Delivery in accordance with training programme in place | Contract Terms and Conditions | Annual return  Spot checking |
| **d)** | A workforce whistleblowing policy | Continuous workforce awareness maintained  Policy in place | N/A | Annual return  Spot checking |
| **e)** | 1. Procedures setting out how, staff involved in DFID funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance to the Counter Fraud and Whistleblowing Unit (CFWU) at fraud@dfid.gov.uk or on +44(0)1355 843747 2. Employees working on DFID Contracts fully aware of the DFID external website fraud mailbox | Continuous awareness maintained  Procedure in place  Continuous awareness maintained | Contract Terms and Conditions  Contract Terms and Conditions | Annual return  Spot checking  Annual return  Spot checking |
| **f)** | Declarations of direct or delivery chain staff members proposed to work on DFID funded if employed by DFID or the Crown in the preceding two years.  Supply partners and their sub-contractors must provide proof of compliance with the HMG approval requirements under the [business appointment rules](https://www.gov.uk/guidance/crown-servants-new-jobs-and-business-appointments) | Details submitted as applicable | HMG [business appointment rules](https://www.gov.uk/guidance/crown-servants-new-jobs-and-business-appointments) | Annual return  Spot checking  Contract management |
| **3.**  **a)**  **b)**  **c)**  **d)**  **e)**  **f)** | **Transparency and Delivery Chain Management**  IATI compliance for supply partner and their delivery chain supply partners | Updated documentation submitted once annually | Contract Terms and Conditions | Tender evaluation  Periodic spot checks |
| Up to date and accurate records of all downstream supply partners | Updated documentation submitted | Contract Terms & Conditions | Annual return  spot checking  Contract management |
| Policies and practices for the management of delivery chain partners and affiliates aligned to the DFID Supply Partner Code of Conduct | Updated documentation submitted annually | N/A | Contract management processes  Periodic spot checks |
| Tax evasion, bribery, corruption and fraud -statements of assurance provided | Updated documentation submitted once annually | Contract Terms and Conditions | Periodic and annual return spot checks |
| All delivery chain partner employees working on DFID Contracts fully aware of the DFID fraud mailbox | Updated documentation submitted once annually | Contract Terms & Conditions | Periodic and annual return spot checks |
| HMG prompt payment policy adhered to by all delivery chain partners | Updated documentation submitted once annually | Terms of Reference | HMG spot checks  Annual return |
| **4.**  **a)**  **b)** | **Environmental Issues**  1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met  2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met | Updated documentation submitted once annually | Terms of Reference | Contract management  Periodic and annual return spot checks |
| Published annual environmental performance reports | Updated documentation submitted once annually | Terms of Reference | Periodic and annual return spot checks |
| **5.**  **a)**  **b)**  **c)**  **d)** | **Terrorism and Security**  Status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing | Updated documentation submitted if changes identified since tender submittal | Contract Terms and Conditions | Annual return  Spot checks  Annual contract review |
| Certification at or above the level set out in the tender submittal | Updated documentation submitted if changes identified since tender submittal | N/A | Annual return |
| Data managed in accordance with DFID Security Policy and their systems in accordance with the HMG Cyber Essentials Scheme | Updated documentation submitted if changes identified since tender submittal | Contract Terms & Conditions | Spot checks |
| Best practice global Principles for Digital Development in place | Updated documentation submitted if changes identified since tender submittal | Terms of Reference | Annual contract review |
| **6.**    **a)**  **b)**  **c)**  **d)** | **Social Responsibility and Human Rights**  Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment | Confirmation of UN Global Compact Membership | N/A | Tender evaluation  Annual return spot checking |
| Recognition of the International Labour Organisation (ILO) Standards.  Membership of Ethical Trading Initiative (ETI) | Membership number | N/A | Periodic spot checks |
| Principles cascaded to employees and delivery chain partners via an internal policy or written outline of good practice service delivery approaches to UN Global Compact Principles 1 & 2 | Updated documentation submitted once annually | N/A | Annual return spot checking |
| Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the DFID Supply Partner Code of Conduct | Updated documentation submitted once annually | N/A | Tender evaluation  Periodic spot checks |

**Annex 1b**

**Contractual Annual Compliance Declaration**

Prior to contract award and thereafter on an annual basis, the supply partner is required to submit a compliance declaration in connection with the management of any DFID Contracts in place and on behalf of their delivery chain partners. Supply partners should be aware that spot check compliance monitoring will take place to verify responses.

**Supply Partner Compliance Declaration**

**Key:**

**Contractual Requirement:**

**X denotes full compliance required**

**O denotes reduced compliance level, if clearly stipulated in contractual Invitation to Tender**

**Compliance Level 1**

Supply partners with an individual Contract Value of £1m or above, or two or more contracts with BEIS and FCDO with a combined value of £5m or above.

**Compliance Level 2**

Supply partners with an individual Contract Value below £1m, or two or more contracts with BEIS and FCDO with a value of less than £5m.

**Compliance Level 3**

Supply partners with an individual Contract Value or component of a Contract with a value below the EU Threshold. At this level supply partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks but will not be monitored against the contractual KPIs.

**Annex 2**

**UN Global Compact – Human Rights**

**Principle 1:** businesses should support and respect the protection of internationally proclaimed Human Rights

**Principle 2:** businesses should ensure they are not complicit in Human Rights abuse

Organisations should do this by giving attention to vulnerable groups including women, children, people with disabilities, indigenous groups, migrant workers and older people.

Organisations should comply with all laws, honouring international standards and giving particular consideration to high risk areas with weak governance.

Examples of how suppliers and partners should do this are set out below:

|  |
| --- |
| **In the workplace**   * by providing safe and healthy working conditions * by guaranteeing freedom of association * by ensuring non-discrimination in personnel practices * by ensuring that they do not use directly or indirectly forced labour or child labour * by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere * by having an affirmative action programme to hire victims of domestic violence * by making reasonable accommodations for all employees' religious observance and practices |
| **In the community**   * by preventing the forcible displacement of individuals, groups or communities * by working to protect the economic livelihood of local communities * by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part * through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford * by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and * perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights * If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected |

1. The delivery partner review is part of BEIS’ due diligence checks (see more in section 18). [↑](#footnote-ref-2)
2. IPCC (2019) Special Report on Climate Change and Land [↑](#footnote-ref-3)
3. https://www.bbc.co.uk/news/science-environment-48037913 [↑](#footnote-ref-4)
4. IPCC (2019) Special Report on Climate Change and Land [↑](#footnote-ref-5)
5. Griscom *et a*l (2017). ‘Natural Climate Solutions’. PNAS, 114 (44), pp 1, [Online]. Available at:<https://www.pnas.org/content/114/44/11645> [↑](#footnote-ref-6)
6. <https://www.bbc.co.uk/news/world-latin-america-49609702> [↑](#footnote-ref-7)
7. <https://www.gov.uk/government/news/uk-and-colombia-mark-new-climate-partnership-with-85-million-investment#:~:text=The%202%20countries%20strike%20new,the%20most%20biodiverse%20on%20Earth.&text=The%20UK%20today%20marked%20a,ecosystem%20and%20fight%20climate%20change.> [↑](#footnote-ref-8)
8. <https://www.regjeringen.no/contentassets/c8ce0675a70744a2a96314adbea0a971/joint-ceclaration-of-intent-colombia-gnu-2019.pdf> [↑](#footnote-ref-9)
9. Cosoy, N. (2016) "¿Por qué empezó y qué pasó en la guerra de más de 50 años que desangró a Colombia?" [↑](#footnote-ref-10)
10. Hetch and Saatchi (2007); Burguess, Miguel and Staton (2015) [↑](#footnote-ref-11)
11. *Fuerzas Armadas Revolucionarias de Colombia (FARC)*, or the ‘Revolutionary Armed Forces of Colombia’, was a guerrilla movement, 1964 to 2017. [↑](#footnote-ref-12)
12. From 2001 to 2015, Colombia lost 3.00Mha of tree cover, equivalent to an average of 200,000 ha / year. From 2016 to 2018, Colombia lost 1.07Mha of tree cover, equivalent to an average of 357,000 ha / year. Global Forest Watch data. [↑](#footnote-ref-13)
13. <http://datosredes.com/posconflicto/fondo-colombia-en-paz.pdf> [↑](#footnote-ref-14)
14. <http://www.odc.gov.co/Portals/1/encuentro-regiones/docs/programas_desarrollo_enfoque_territorial_ART.pdf> [↑](#footnote-ref-15)
15. IDEAM is the Institute of Hydrology, Meteorology and Environmental Studies, they are responsible for measuring deforestation changes. [↑](#footnote-ref-16)
16. Climate Change Compass (2018) Extent to which ICF intervention is likely to lead to Transformational Change – KPI 15 Methodology Note. <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/813600/KPI-15-extent-ICF-intervention-lead-transformational-change.pdf>. [↑](#footnote-ref-17)
17. DfID (2011) ‘DFID’s approach to value for money (VfM)’

    <https://www.gov.uk/government/publications/dfids-approach-to-value-for-money-vfm> [↑](#footnote-ref-18)
18. BEIS will provide further information on these KPIs to the successful bidder once the contract has been awarded. There is no requirement for bidders to have prior experience of working with ICF KPIs. [↑](#footnote-ref-19)
19. Suggested budgets are outlined in Section 22, Figure 7. [↑](#footnote-ref-20)
20. This will require field missions to target municipalities. In carrying out any field missions, BEIS expects the MEL Supplier to abide by the BEIS safeguarding policies (see Annex F). Supplier is expected to budget for security costs and travel for this requirement. [↑](#footnote-ref-21)
21. BEIS has developed a preliminary list of relevant stakeholders (see Annex D) potentially interested in engaging with the evidence and knowledge products of the MEL component of TEFOS, which will be further developed with the MEL Supplier. [↑](#footnote-ref-22)
22. The MEL Supplier will be required to support the DP with baseline data collection during the inception phase, but baseline data collection for output indicators will be the responsibility of the delivery partners. [↑](#footnote-ref-23)
23. <https://www.gov.uk/government/publications/ethical-assurance-guidance-for-social-research-in-government> [↑](#footnote-ref-24)
24. <https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent> [↑](#footnote-ref-25)
25. <https://www.gov.uk/government/publications/the-magenta-book> [↑](#footnote-ref-26)
26. <https://www.gov.uk/government/publications/dfid-ethical-guidance-for-research-evaluation-and-monitoring-activities> [↑](#footnote-ref-27)
27. <https://www.gov.uk/government/publications/dfids-approach-to-value-for-money-vfm> [↑](#footnote-ref-28)
28. <https://www.equalityhumanrights.com/en/advice-and-guidance/public-sector-equality-duty> [↑](#footnote-ref-29)
29. In this context, KPI’s are used to assess MEL Supplier performance and the quality of deliverables of the MEL Supplier. [↑](#footnote-ref-30)
30. <https://www.gov.uk/government/organisations/department-for-international-development/about#priorities> [↑](#footnote-ref-31)
31. <https://www.gov.uk/government/organisations/hm-treasury/about#priorities> [↑](#footnote-ref-32)
32. <https://www.gov.uk/government/organisations/department-for-international-development/about#reporting-fraud> [↑](#footnote-ref-33)
33. <http://www.aidtransparency.net/> [↑](#footnote-ref-34)
34. https://eiti.org/ [↑](#footnote-ref-35)
35. <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> [↑](#footnote-ref-36)
36. <http://digitalprinciples.org/> [↑](#footnote-ref-37)
37. <https://www.unglobalcompact.org/what-is-gc/mission/principles> [↑](#footnote-ref-38)
38. <http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138> [↑](#footnote-ref-39)
39. <http://www.ethicaltrade.org/eti-base-code> [↑](#footnote-ref-40)