

Terms of Reference

I. Goal

Brot für die Welt (Bread for the World), henceforth referred to as the Client implements development cooperation by promoting the development work of partner organisations in the country/region stated above. Information about the Client is available at <https://www.brot-fuer-die-welt.de/en/bread-for-the-world>.

The Client finances the partner organisations' work with German federal, church and donation funds, which the Client forwards to the partner organisations. The cooperation between the Client and the partner organisations is based on cooperation agreements, which, among other things, implement the requirements to which the Client itself is bound on the basis of its obligations to its funding agencies (including the Bundesministerium für wirtschaftliche Zusammenarbeit und Entwicklung (BMZ / Federal Ministry for Economic Cooperation and Development).

It is the goal of the consultancy and support provided in the areas of financial management (Lot 1) and outcome-and-impact-oriented planning, monitoring, evaluation and learning (PMEL) (Lot 2) to enable the partner organisation to meet the minimum requirements associated with funding by the Client and are set out in the respective cooperation agreement with the partner organisations.

Consultancy and support for partner organisations can be carried out in the form of individual consulting, training and workshops for individual partner organisations or training and workshops for staff of multiple partner organisations. The consultancy approach and method is chosen by the Contractor taking into account the needs, framework conditions and prerequisites of the partner organisations/field in consultation with the partner organisations and the Client. Where appropriate, digital consultancy formats should additionally be offered and implemented.

The consultancy, support and training of partner organisations should be designed in such a way that these organisations disseminate and apply the knowledge gained as multipliers in their own field in order to create sustainable capacities and sustainable knowledge management for the fulfilment of funding agreements.

II. Role of the Contractor

The Contractor supports and advises the partner organisations on behalf of the Client. The Contractor is not the Client's representative towards the partner organisations, nor is the Contractor the partner organisations' representative towards the Client. The Contractor does not take over the tasks of the project officer. The Contractor supports the communication and dialogue between the Client and the partner organisations without taking it over. Direct communication and dialogue between the Client and the partner organisations are maintained.

The Contractor does not have any decision-making powers concerning the cooperation relationship between the partner organisations and the Client. The Contractor does not perform any tasks that may give rise to a conflict of roles or a conflict of interest with the consultations

regarding the funding requirements. This excludes, in particular, the Contractor carrying out or participating in evaluations or audits of the partner organisations concerned which are funded by the Client.

III. Objective of the contract

The objective of the contract and thus of the consultancy and support services to be provided is to strengthen the capacities of partner organisations in the areas of financial management (Lot 1) and outcome-and-impact-oriented planning, monitoring, evaluation and learning (PMEL) (Lot 2) so that they can meet the Client's requirements in these areas associated with funding.

The implementation and achievement of the contract objectives is monitored regularly through reporting by the Contractor, feedback from the partner organisations and from the Client's staff responsible for supporting the partner organisations.

IV. Partner field

Brot für die Welt (Bread for the World) is currently supporting around 40 projects implemented by 37 partner organisations in Kenya. Included are 11 organisations working at supranational level, but based in Nairobi. The projects generally run for three years, funding levels are between € 100.000 and € 1.800.000 for the whole funding period. The total annual volume of approved grants for three year projects in Kenya including the supranational projects amounts to an average of approximately 14 Million Euros.

Funding focusses on a) strengthening civil society and political participation, good governance and human rights defending; b) food security and sustainable rural development; c) prevention of conflicts, peace building and reconciliation; d) climate change and natural resources management; e) basic services, health and education. HIV, gender and climate change are cross cutting issues in all focus areas.

The project holders are civil society organisations, church or church-related organisations and networks, some of them operating at sub-county or county level, others at national and at Eastern Africa regional level. The supranational organisations, most of them networks or umbrella organisations, operate at regional Eastern and Southern Africa level and at continental level.

The constituencies of the Kenyan partner organisations are largely organised in community based organisations, associations or forums, and networks, and consist mainly of marginalized communities, groups and individuals of the Kenyan society: rural population (mainly smallholder farmers), marginalized and underprivileged sectors of the society, victims of violence and injustice, and others. Special attention is given to women, youth and disabled people. Other target groups are religious leaders and government representatives at various levels. Project are implemented at the level of the marginalized people as the direct constituency and/or are aimed at advocating and influencing policy to structurally improve conditions for poverty reduction and sustainable development at the different levels: local, national, regional and continental level in case of the supranational operating partners.

Carrying out the contract implies travel to partner organisations at their respective location. 22 of the 37 organisations have their headquarters in or nearby Nairobi. Six are in Kisumu and Western Kenya. 8 are in different counties in cities like Machakos, Wamunyu, Kerugoya, Mombasa, Eldoret, Kakamega, Bomet, Nakuru. Some services require in-person visits while others can be provided through online meetings.

The Contractor must carry out the services with due regard to the needs of the partner organisations and their staff. This includes an adequately sensitive approach to the persons (participants) being advised, particularly with regard to gender and socio-cultural dynamics. The services of the Contractor must be adapted to the language of the target group or advised persons/participants and are **provided in English and Swahili**. Communication with the Client takes place in **English**. The Contractor ensures that the persons entrusted with the implementation of the contract have appropriate language skills.

V. Areas and tasks, lots

The tasks and areas for Lot 1 and Lot 2 are described below. In all other respects, the requirements set out in these Terms of Reference apply to both Lot 1 and Lot 2. As described under III. (Objective of the contract), the consultancy and support services in both lots are designed to empower and strengthen partner organisations to meet the funding requirements in the areas of financial management and outcome-and-impact-oriented PMEL.

Lot 1: In the field of financial management, the consultancy and support services comprise the following areas and tasks:

- Identification of consultancy and support needs of partner organisations regarding financial issues which are related to funding requirements
- Support in the further development of appropriate financial management systems and internal control systems (ICS), including an appropriate cost sharing policy
- Support in meeting funding requirements in financial/budget planning, monitoring income and expenditure trends and preparing financial reports
- Support in implementing specific changes in the partner organisation and/or the project required to meet the funding requirements of the Client
- Supporting the identification of possible further consultancy needs that go beyond selective changes
- Support in selecting and commissioning auditors related to funding by the Client
- Support in the preparation of audits of the Client's partner organisations
- Support with follow-up of audits, in particular by evaluating the results of the audit report and the management letter as well as identifying and, if necessary, implementing consequences/recommendations resulting from the audit report
- Specialist support for the dialogue between the Client and the partner organisation on the above areas and other issues related to the funding requirements

Lot 2: In the field of outcome-and-impact-oriented planning, monitoring, evaluation and learning (PMEL), the consultancy services cover the following areas and tasks:

- Identifying consultancy and support needs of partner organisations regarding compliance with funding requirements in the field of outcome-and-impact-oriented PMEL

- Consultancy on the fulfilment of funding requirements regarding outcome-and-impact-oriented PMEL and the preparation of interim and final reports. These include a stringent impact logic and coherent planning in terms of problem analysis, target groups, activities and realistic targets and indicators formulated at impact level, a monitoring system that includes the regular, evidence-based measurement of outcomes and impacts, and reporting that is outcome-and-impact-oriented and related to targets and indicators.
- Support in the implementation of selective changes in the partner organisation and/or the project that are necessary to meet the funding requirements.
- Supporting the identification of possible further consultancy needs beyond specific changes
- Supporting partner organisations in the preparation, implementation and follow-up of evaluations related to funding by the Client. This includes, for example, support in the development of the terms of reference (ToR), implementation monitoring and evaluation assessment (positioning on recommendations and implementation planning).
- Specialist support for the dialogue between the Client and the partner organisation on the above areas and other issues relating to the funding requirements.

Optional: Provision of additional services for the Client (not covered by the procurement procedure)

In addition to the consultancy and support services described above in the fields of “financial management” and “impact-oriented PMEL” for partner organisations, the Client also frequently commissions the Contractors to provide additional services for the Client.

The services listed below are optional and can be ordered separately by the Client if required and with the consent of the Contractor. Logistical and organisational tasks are remunerated at 70 percent of the agreed gross daily fee and content-related specialist services are remunerated at 100 percent of the agreed gross daily fee.

- Organisational and logistical support for
 - planning and accompanying project, press and delegation trips to the region and
 - the implementation of national and regional events, workshops, partner consultations, exchange meetings, etc. such as planning itineraries, organising transport (incl. ticket bookings), premises, accommodation, catering.
- Content-related specialist support such as:
 - Support in translating and proofreading of Brot für die Welt (Bread for the World) documents (checking their comprehensibility according to contextual criteria)
 - Consultancy and support in the preparation of content regarding cooperation with partners for public relations work
 - Support for/contribution to the further development of consultancy concepts
 - Preparation of updates on contextual information from the region (regularly or ad hoc as required)
 - Contributions to relevant topics in the cooperation (by the CSS or by commissioning studies, support and consultancy in the preparation of terms of reference, identification of consultants, etc.).

- Support in the local preparation of newly arrived professionals (information/sensitisation of the partner organisation on details of partner placement, implementation of country familiarisation sessions specifically adapted for the professionals) and scholarship work.

The additional services are not the subject of the procurement procedure and are also not the subject of the evaluation of the tenders. There is no obligation to perform the additional services.

VI. Procedure and demand

The provision of services and their scope is carried out in close coordination with the Client and partner organisations. A plan is drawn up for each year, which forms the basis of the annual contracts to be concluded with a term of up to 12 months (No. 3 framework agreement). The annual planning must be oriented towards a medium-term strategy of capacity strengthening of the partner organisations.

There is close coordination between the Client and the Contractor, also on the basis of regular meetings. Upon consultation, the parties may decide to deviate from the planning overview.

The digital courses developed by the Client, as well as other training materials, are to be included in the consultancy services for partner organisations wherever possible. An exchange on consulting approaches, content specifications and training materials takes place within the framework of coordination meetings. The Client has the right to demand that the Contractor adapt the material for training and consultancy purposes. The materials developed by the Contractor under this contract must be made available to the Client for further use.

The scope of the annual contract may vary. These fluctuations arise both from the annual needs of the partner organizations, which are determined during the planning of the annual contracts, and from the amount of the annual funding provided by the funding agency. The contractor has no claim to a specific scope of the annual contract.

Based on the consulting volume of the previous years, the Client estimates the scope of consultancy per year during the contract period as follows

- for Lot 1 (Financial Management): **approximately 165 days**
- for Lot 2 (Outcome-and-impact-oriented PMEL): **approximately 165 days**

The total amount of expected travel time is **approximately 30 days**. (For more detailed information on the remuneration of the travel days, please refer to Annex 3 “Terms and conditions for payment to the Framework Agreement”).

The Contractor responds to consultancy enquiries from partner organisations within a reasonable period of time. In principle, training courses must be held in the period in which they are scheduled in the planning overview. Training courses—including those not yet included in the planning overview—must be carried out with an appropriate lead time. Dates must be announced to the Client and the partner organisations in good time and communicated appropriately.

VII. Preparation and support by the Client

When a contract is concluded, the Contractor or his/her staff are systematically prepared for their work by the Client and introduced to the minimum requirements in the field of financial management and outcome-and-impact-oriented PMEL, which are associated with funding by the Client and are set out in the cooperation agreement. Furthermore, the Client offers regular online sessions for information and discussion of current changes and adaptations of the minimum requirements in the area of financial management and the outcome-and-impact-oriented PMEL. Contractors are also regularly invited to participate in exchange meetings on methodological issues.

Participation in events on the introduction and on current changes and adaptations of the minimum requirements is mandatory. Depending on the type and scope of the agreed service(s), several consultants may participate. Induction is provided for those consultants who are actually involved in the execution of the contract. The number of consultants participating in the Client’s training courses is limited to the number of persons required for the execution of the contract.

The induction training by the Client follows a modular curriculum and takes place online, face-to-face or in a hybrid setting. The induction training lasts six days or 48 working hours and is usually delivered over a period of several weeks. Subsequent consolidation sessions and, if required, updates are mainly held online. A virtual platform is used to support the exchange of information and knowledge between the Client and the Contractor.

In the case of face-to-face induction training, the Client bears the costs for transport, accommodation and meals for the Contractor’s training courses as well as a remuneration for a maximum of two representatives of the Contractor per lot at half the agreed fee rate. If the induction training is held digitally, remuneration for a maximum of two representatives of the

Contractor per lot will also be reimbursed at half the agreed fee rate. The net training time is remunerated, which covers any preparation and follow-up work as well as travel time.

Participation in the events on current requirements and adjustments (approx. 4 times a year, 2 hours each) is compulsory and remunerated.

Participation in the exchange meetings on methodological issues (approx. 3 times a year, 1.5 hours each) is voluntary and not remunerated.

VIII. Requirements for carrying out the contract

The following areas of expertise must be fulfilled in carrying out the contract.

1. Professional expertise

Lot 1: Financial management: Qualification in the field of financial management, administration of donor funds, financial management software, capacity building on financial management.

Lot 2: Outcome-and-impact-oriented planning, monitoring, evaluation and learning (PMEL): outcome-and-impact-oriented project planning, target and indicator formulation in a development policy context, development of outcome-and-impact logic, strategy development and project design, problem and context analysis, outcome-and-impact-oriented monitoring and reporting, participatory project planning and monitoring, application competence of analogue and digital tools for data collection and data analysis, and evaluation.

2. Methodological expertise

Planning and design of training courses, design of consultations, implementation of guidelines and donor requirements in projects, blended learning and knowledge management; moderation skills, didactic skills, ability to work with groups, systemic view, ability to analyse, promote ability to act, participative techniques, shaping a constructive conflict culture.

3. Digital expertise

Competence in planning and implementing different digital training and consultancy formats. Ability to design and use digital formats and tools according to the needs of the target group.

4. Self-competence

Understanding of roles, self-reflection, self-awareness, unlearning, willingness to innovate.

5. Social competence

Empathy, communication skills, relationship building, ability to focus on potentials and strengths, change of perspective, adequate interaction with those being advised, gender sensitivity, adequate handling of emotions, intercultural competence.

IX. Results/Documentation/Reporting

The regulations in No. 11 of the Framework Agreement apply to reporting.

With regard to the monitoring of the consultancy and training measures, the reporting on the services provided and the results achieved, further detailed agreements can be made when the contract is awarded, which serve to ensure the transparency and quality assurance of the measures carried out.

X. Technical equipment/premises

The training sessions and consultations of the partner organisations by the Contractor are held on site at the partner organisations or digitally as well as by phone and email.

The Contractor must be available by telephone and email during normal business hours in the country/region concerned. The Contractor must use common file formats for communication with the Client and the partner organisations. The Contractor must have the necessary software and hardware to use and create word processing documents, spreadsheets and presentations, and have programs to implement digital consultancy services (e.g. via Zoom).