



Agroforestry Technical Assistance Facility

Operational Guidelines

Version 18 April 2019 – approved through the ATAF Committee via email circulation

Content

Preamble.....	3
BACKGROUND/SCOPE AND CONTEXT	4
OBJECTIVE	4
SCOPE OF ACTIVITIES.....	5
ELIGIBLE ENTITIES FOR ATAF FUNDING	6
TARGETED FINAL BENEFICIARIES OF ATAF FUNDING.....	6
ORGANIZATIONAL SET UP	6
IDENTIFICATION OF TA NEEDS AND ELIGIBILITY	8
PROCUREMENT	8
MONITORING AND REPORTING	9
AUDIT & EVALUATION	10
FUNDING AND FUND MANAGEMENT	10
ATAF LEGAL ASSISTANCE	10
COMPLIANCE.....	10
CONFIDENTIALITY.....	10
CONFLICT OF INTEREST.....	11
ANNEX I. SERVICES OF THE ATAF MANAGER ACCORDING TO THE ATAF SERVICE AGREEMENT DATED 21 JULY 2016.....	12
ANNEX II. PROCUREMENT PROCEDURES.....	13
ANNEX II-A. SPECIFIC PROCUREMENT RULES AND REGULATIONS PER DONOR	18
ANNEX III. SPECIFIC FUNDING CRITERIA AND REQUIREMENTS PER DONOR.....	19
ANNEX IV. STATEMENT OF INTEGRITY AS REQUIRED BY FFEM	20
ANNEX V. ATAF PAYMENT PROCEDURES.....	23

Preamble

The investment fund Moringa SCA SICAR ("**Fund**") focuses on alternative investments in the agroforestry sector, throughout Sub-Saharan Africa and Latin America, with the objective to realize a combined financial, environmental and social return.

Moringa Partnership is the Investment Advisor to Moringa SCA SICAR and has created the Agroforestry Technical Assistance Facility ("**ATAF**"). The objectives of ATAF are to provide technical assistance in relation to investments of the Fund in order to expand their Environmental & Social benefits and upscale these investments.

To provide ATAF with financial resources, third parties ("**Donors**") contribute grants (the "**Grants**") to Moringa Partnership and Moringa Mauritius (the African compartment of the fund) pursuant to bilateral grant agreements (the "**Grant Agreements**") between Moringa Partnership and each Donor.

Moringa Partnership has appointed the Common Fund for Commodities ("**CFC**") for the purpose of acting as manager of ATAF ("**ATAF Manager**") to perform the duties and services as set out in these ATAF operational guidelines (the "**ATAF Guidelines**") as adopted and, as the case may be, amended from time to time by Moringa Partnership.

BACKGROUND/SCOPE AND CONTEXT

Moringa SCA SICAR (“**Moringa**” or “**the Fund**”) is a private equity fund that has been established as a response to growing interest of the Financial and the Development sector in investments that provide for a financial, as well as an environmental and a social return at the same time. By combining these goals, investors expect to access projects generating greater rates of success due to an in-built emphasis on impact.

Moringa focusses on investments in agroforestry in African and Latin American Developing and Least Developed Countries. It will apply agroforestry land use systems on a commercial basis with a nucleus commercial investment approach that will integrate large numbers of neighbouring smallholder farmers and processors into its business model through contractual arrangements. These will in turn provide a market and a stable income for individual farmers and processors and in general will induce economic activity in the region. In contrast to other commercial land use models in Africa and Latin America, that often lead to severe conflicts with the local population through their widespread exclusion from incurred economic benefits (or even through the quasi expropriation of their land), the Moringa approach is set to create a “win-win” situation for both the commercial nucleus farm and the neighbouring community.

Diversified agroforestry offers a robust approach that aims at higher productivity through increased yields, lower production costs, and sustainable land management. Opportunities lie in creating commercially viable agroforestry systems, which combine intensified land use (through the optimized use of space and potential synergetic planting arrangements) with diversified (thus risk mitigating and stabilized) income streams, while at the same time rehabilitating or even improving degraded land through the stabilizing effects of perennial plants. Land degradation and the necessity for further intensification of agricultural production on a sustainable basis are two key issues for (further) development of many countries in Latin America and Africa. Marginal land is frequently cultivated by the poorer strata of the population, which makes investment in commercial agroforestry systems a very powerful tool to alleviate poverty and reap a high social and - through mitigating land degradation - also a high environmental return.

The Agroforestry Technical Assistance Fund will serve as an instrument to mitigate risks through accelerating social and environmental returns of Moringa investments. ATAF will catalyse Moringa’s operations by securing “triple bottom” returns of Moringa’s engagements and especially by accommodating the sensitivity of agroforestry to social and environmental effects of investments. ATAF will assess and assist in the design of individual project proposals or programmes, promote innovation and build capacity of local operators, ensure transparent and successful implementation of investment projects, related research and development activities, and disseminate information about successful approaches and investment models. In addition, ATAF, through independent experts, will measure and document the impact of investments.

OBJECTIVE

ATAF assistance is intended to support Moringa investments in realising their development potential and to pursue related research and development activities to promote profitable investments in sustainable, resilient and replicable agroforestry land use systems that lead to a strong positive environmental and social impact on local populations.

SCOPE OF ACTIVITIES

To meet the ATAF objective, the following specific activities, amongst others, are eligible for financing through ATAF:

TECHNICAL ASSISTANCE/TRANSFER OF TECHNOLOGY:

- identification and development of appropriate and relevant technical assistance measures;
- training and other types of technical assistance to upgrade investee (or affiliated nucleus farmer) capacity and expertise in respect to setting up and managing contract farming arrangements and outgrower schemes;
- assistance in setting up and/or improving farming, processing (incl. innovative on farm processing steps and processing of by-products), storage, cooling and/or packing facilities;
- assistance/training in complying with relevant quality standards;
- training and developing skills in technical, financial and management matters to upgrade such competences;
- compiling training programmes for small farmers to enhance agroforestry productivity and production;
- improving production and productivity through the appropriate use of seeds, fertilizers and other inputs, pre- and post-harvest practices and soil management;
- assistance to integrate with markets including compliance with health and safety standards, certification requirements and trade standards;
- supporting formation of producer organizations and relevant technical and managerial capacity building for improved participation in markets;
- supporting initiatives that improve access to finance for agribusinesses, producer cooperatives, small, medium and large size farmers as well as export oriented producers in the agricultural, manufacturing and service sectors and their respective employees;
- creation of an enabling environment to enhance the impact of Moringa investments, e.g. support for government agencies to facilitate effective investments in agriculture, e.g. good agricultural practices, extension services, inspection and certification services, storage, warehousing, trading systems, strengthening of producer organizations etc. ;
- support research and development programs to develop and test new agroforestry techniques;
- support for enhancing the social and environmental impact of Moringa investments;
- support for activities required for establishing and/or maintaining compliance with Moringas' Social and Environmental Safeguard Guidelines (ESGMS). Such activities may be identified by a third party Compliance Advisor and/or subsequently initiated by those responsible for identifying technical assistance needs.

KNOWLEDGE MANAGEMENT:

Assembling and periodically disseminating knowledge and lessons learnt via activities such as:

- implementing Impact Evaluations on various depth levels for investments;
- compiling experiences and opinions among the various stakeholders involved in an Investment (e.g. Investors, Investee companies, experts supporting Moringa, NGOs, local authorities);
- disseminating results and impacts achieved among stakeholders including lessons learnt from weaknesses of existing Investments;
- promoting successful agroforestry models developed by Moringa amongst potential public and private investors and academia, through publications, workshops, peer learning events and conferences;

- innovating and introducing instruments and products ahead of the market to support the Fund in its role as a market enabler. ATAF may contribute to market studies as well as the development and pilot testing of new instruments and products;
- contributing by financing country studies and value chain assessments required for the expansion of the Fund's activities. Initiating studies or trials, for example with respect to social impacts or climate change effects.

OTHER SUPPORTIVE ACTIVITIES

Providing partial and limited financing of due diligence costs of small-scale innovative, financially viable and scalable projects:

- Conduct specific supportive studies to determine technical soundness and financial or economic feasibility for potential investment, to evaluate the inherent risks.

ELIGIBLE ENTITIES FOR ATAF FUNDING

The following entities are eligible for ATAF funding:

- Moringa Investees;
- Small scale farmers (e.g. outgrowers, cooperatives) affiliated to a Moringa investment;
- Small and Medium Size Enterprises affiliated to a Moringa investment;
- The local population in the vicinity of a Moringa investment;
- Research and Development Institutions affiliated to a Moringa investment;
- Financial Institutions and Intermediaries affiliated to a Moringa investment.

TARGETED FINAL BENEFICIARIES OF ATAF FUNDING

- Small scale farmers (e.g. outgrowers, cooperatives) affiliated to a Moringa investment;
- Small and Medium Size Enterprises affiliated to a Moringa investment;
- The local population in the vicinity of a Moringa investment;
- Employees of Moringa Investees.

ORGANIZATIONAL SET UP

ATAF is closely associated to the Moringa Agroforestry Fund as all its activities are related to Moringa's objectives. However, ATAF is an independent entity with a separate decision making structure that ensures clear demarcation of duties and responsibilities between ATAF and the Fund.

The ATAF organizational set up is as follows:

ATAF ORGANIZATION

ATAF comprises of the Moringa Partnership, Moringa Mauritius, the ATAF Manager and the ATAF Committee as the four key entities for ATAF management and governance.

MORINGA PARTNERSHIP

Moringa Partnership and Moringa Mauritius have the exclusive right to give instructions to the ATAF Manager. Moringa Partnership & Moringa Mauritius will, amongst others, (i) make strategic and technical decisions with respect to ATAF, (ii) oversee the ATAF Manager in relation to the use of Donor funds, (iii) approve the ATAF Annual Plan, (iv) approve individual project proposals, and (v) determine and adopt the ATAF Operational Guidelines.

Moringa Partnership and Moringa Mauritius inform the ATAF Manager on (i) the composition of the ATAF Committee and (ii) the ATAF Guidelines to the extent that they have been adopted, and of (iii)

any change made to the ATAF Guidelines or to the composition of the ATAF Committee no later than one (1) week prior to such change becoming effective.

ATAF COMMITTEE

The Agroforestry Technical Assistance Facility Committee (the “ATAF Committee”) has an advisory role to Moringa Partnership regarding all matters relating to ATAF activities. The ATAF Committee shall not be authorised to give any instructions to CFC.

The responsibilities of the ATAF Committee are to advise on project proposals for TA projects submitted by the ATAF Manager. This includes advice on the objective and respective scope of work, budget including contributions by the beneficiaries, and the relevant procurement procedure applicable.

Other responsibilities comprise of the review and endorsement of the ATAF Annual Plan, including Annual Budget, and Quarterly Budgets, which are prepared by the ATAF Manager as well as the recommendation on guidelines and procedures (compiled in these ATAF Operational Guidelines) from time to time.

Membership: To allow for diverse input, but at the same time to remain efficient and functional the ATAF Committee will comprise of 2 to 6 members, representing, amongst others, Donors and NGOs. Moringa Partnership will be the permanent Chairperson. The ATAF Manager shall be the permanent Secretary in the meetings of the ATAF Committee, but is not a member of the ATAF Committee and has no right to vote. The members of the ATAF Committee, as well as observers, will be appointed and revoked *ad nutum* by Moringa Partnership.

The initial composition of the ATAF committee shall be:

- Chairman: Clément Chenost (Moringa Partnership- no voting right);
- Secretary: Nicolaus Cromme (CFC - no voting right);
- Philippe Petithuguenin (Deputy General Director of CIRAD);
- member appointed by the named institution (FFEM).

Meetings of the ATAF Committee are held at least twice per year or else as often as may be required. A meeting every quarter should be envisaged. Meetings can take place in person (in Paris or Amsterdam) or by conference call and require the presence or representation of at least two members of the ATAF Committee constituting at least two thirds of the total number of members. ATAF Committee members may be represented by another representative of the named institution as substitution, or by another member as proxy for the individual nomination as ATAF Committee member, and as approved by the ATAF Chairperson.

ATAF Committee meetings can be called upon request of any member of the ATAF Committee or the ATAF Manager as needed. Minutes of each meeting of the ATAF Committee, setting out among others decisions and comments or recommendations of the ATAF Committee, will be prepared by the ATAF Manager.

ATAF will compensate for reasonable out-of-pocket expenses (which include travel ticket and accommodation) incurred by TA Facility Committee members.

ATAF Manager

The ATAF Manager will be responsible for the day-to-day financial and operational management, including the appraisal, identification, planning and monitoring of the TA activities in consultation with ATAF stakeholders. The ATAF Manager will also support Moringa Partnership in the securing of additional funding for ATAF.

If deemed necessary, the ATAF Manager will carry out on-site visits for the purpose of appraisal, design and monitoring of TA needs. It is envisaged that an average of one mission per ATAF project will be undertaken.

The ATAF Manager regularly informs and generally liaises with Moringa Partnership on the status of ATAF operations and the use of ATAF funds. The ATAF Manager acts exclusively on instructions given by Moringa Partnership and Moringa Mauritius.

The detailed TOR as per the ATAF Management Agreement are provided in Annex I.

Local Steering Committees

Wherever relevant and appropriate in the specific context, ATAF will foster the establishment of local project steering committees, consisting of project stakeholders such as the Moringa Investee and its employees, Moringa, outgrower farmers, local governments, and others. The Steering Committee will ensure a participatory implementation approach for ATAF TA Measures.

IDENTIFICATION OF TA NEEDS AND ELIGIBILITY

The TA measures will predominantly emanate from Moringa Partnership and ONF International, as initiator and Technical Advisor of the Moringa Fund. However, proposal for TA Measures may also be submitted by the Moringa Board, the Investment Committee, the ATAF Committee, Investee Companies, as well as from the ATAF Manager.

The ATAF Manager will review requests received for TA measures and, if required, will provide or organize the provision of assistance for proponents to meet the formal eligibility criteria under the ATAF Guidelines for consideration of the ATAF Committee and approval of Moringa Partnership.

Key eligibility criteria for the selection of the projects are:

- Enhancements and expansion of Moringa's investments positive social and environmental impacts;
- Sustainability of financing and potential for upscaling;
- Promotion of agroforestry / agro-ecology / circular economy principles;
- Benefits for local communities, small & medium scale farmers;
- Additionality of financing;
- Compliance with Moringa's Environmental, Social & Governance Management System (esp. regarding land tenure issues);
- Transparent governance with involvement of key stakeholders (e.g. through local project steering committees).

Specific criteria (geography, activities, etc.) from each individual donor will also be considered for the selection of the project.

PROCUREMENT

The following standard procurement rules and regulations apply. Specific rules and regulations may however be applicable for the use of individual Donor Grant Contributions. Moringa Partnership will inform the ATAF Manager of any deviations from the below standard procurement rules immediately.

For the choice of the procurement process, usually the estimated budgets of the respective activity are the main guideline. Moringa Partnership will approve each project and the procurement procedure applicable before the ATAF Manager can start the procurement process.

- **Public tender (Activities above EUR 200,000):** Activities are awarded through a public, competitive tendering process. Out of all expressions of interest, the ATAF Manager prepares a short-list of three to six applicants. The short-listed applicants are asked to submit financial and technical proposals. The proposals are evaluated independently by at least two staff of the ATAF Manager according to pre-defined evaluation criteria. The ATAF Manager carries out the final selection and documents the reasoning for its choice in a selection report. The final selection is subject to approval by Moringa Partnership. The average time required for this procedure is around 6 months.
- **Shortlist call-off (Activities above EUR 25,000 and below EUR 200,000):** The assignment is awarded through an abbreviated tendering process. The ATAF Manager develops a short-list of at least 3 applicants with a track record in the geographical and technical area for each activity, and directly asks them to submit technical and financial proposals, which are evaluated independently by at least two staff of the ATAF Manager according to pre-defined evaluation criteria. The ATAF Manager approves the final selection and documents the reasoning for its choice in a selection report. The final selection is subject to approval by Moringa Partnership. The average time required for this procedure is around 6 weeks.
- **Direct award (Activities below EUR 25,000):** The ATAF Manager contracts activities directly from consultants. For this, the ATAF Manager approaches consultants that have a track record in the geographical or technical area, send TORs and asks at least three consultants for the submission of CVs (and, if necessary, technical proposals). The selection of consultants is prepared by the ATAF Manager on a competitive evaluation according to pre-defined evaluation criteria. In cases where the number of potentially eligible and available consultants is limited due to the specific expertise required or the level of urgency or nature of the assignment, the ATAF Manager directly selects one consultant or the assignment, documenting the justification. The final selection is subject to approval by Moringa Partnership. The average time required for this procedure is two weeks.

Detailed Procurement Rules and Regulations are attached as Annex III.

MONITORING AND REPORTING

The ATAF Manager will be responsible for monitoring and reporting of on-going TA measures under the supervision of Moringa Partnership. The ATAF Manager reports to Moringa Partnership.

The reporting scheme is as follows:

- Annual Plan containing the general strategy, project pipeline, budget plan and a proposal on the application of Fiduciary Assets;
- Semi-annual Progress Report including overview of approved, on-going and completed projects, as well as an outlook on planned ATAF activities;
- Annual Progress Report consisting of an overview of approved, on-going and completed projects, activities during the report period, financial status, KPIs, as well as an outlook on planned ATAF activities;
- Quarterly Budgets to be submitted to Moringa Partnership for approval before the end of the preceding quarter;
- Extraordinary Reports as may be requested by the ATAF Committee, the Board, the Donors/Contributors, the Compliance Advisor or the Investment Manager within reasonable time and scope.

In addition, for each ATAF Committee meeting the ATAF Manager will prepare a brief presentation giving an overview of the status of on-going ATAF activities.

AUDIT & EVALUATION

The ATAF Manager shall allow Moringa Partnership, any Donor, and its or their representatives, to carry out inspections in relation to the implementation and operations of the projects carried out pursuant to the Agreement, their impact and the achievement of the objectives of such project. The ATAF Manager shall co-operate with Moringa Partnership, any Donor, and its or their representatives, when carrying out such inspections, the timing and format of which shall, in each case, be determined by Donors following consultation with Moringa Partnership and CFC.

FUNDING AND FUND MANAGEMENT

FUNDING

Funding of ATAF will take place through individual agreements concluded between Moringa Partnership, Moringa Mauritius, and individual Donors.

FUND MANAGEMENT

ATAF funds will be utilized in line with applicable rules and regulations as stipulated in these ATAF Guidelines as per approved Annual and Quarterly Budget, and individual TA Measures. The ATAF Manager will incur costs as approved and prepare and submit payment and disbursement requests to Moringa Partnership as and when needed in accordance with the approved budget for the TA Measure for settlement. To allow for availability of funds the ATAF Manager will keep Moringa Partnership informed in a timely manner on any scheduled ATAF disbursements.

ATAF LEGAL ASSISTANCE

The ATAF Manager may request legal advice on the services to be provided from a law firm as indicated and approved by the Moringa Partnership. Costs for these services are born by ATAF.

COMPLIANCE

The ATAF Manager shall use best efforts to ensure that the beneficiaries of ATAF Projects shall comply with the applicable international anti-money laundering and anti-terrorism rules and regulations. Furthermore, the ATAF Manager shall use best efforts to ensure that that ATAF Projects comply with internationally accepted environmental, social and corporate governance criteria.

CONFIDENTIALITY

These ATAF Guidelines, and any information regarding Donors, Grant Agreements and ATAF itself shall not be disclosed by the ATAF Manager, the Moringa Partnership, members of the ATAF Committee and Donors to any person, corporation or institution other than ATAF's financial, legal or other advisors, provided that such advisors are bound by a similar duty of confidentiality, unless the disclosing party has the prior written approval of the other relevant parties.

The composition of the ATAF Committee will be made public.

CONFLICT OF INTEREST

In case of an actual or potential conflict of interest, the respective ATAF Committee Member and/or the ATAF Manager will declare such conflict and abstain from voting on the respective issue.

ANNEX I. SERVICES OF THE ATAF MANAGER ACCORDING TO THE ATAF SERVICE AGREEMENT DATED 21 JULY 2016

CFC shall execute the following activities as part of its day-to-day management of ATAF:

- i) Provision of staff with appropriate skills and experience for managing the ATAF Facility. This will include all staff necessary to ensure quality checked output and sound financial management and accounting of ATAF;
- ii) Assistance in designing and implementing the most appropriate legal and administration structure for ATAF;
- iii) In discussion with Moringa stakeholders - compilation of "ATAF Guidelines" in which all agreed procedures, rules and regulations of ATAF are assembled in a governing document;
- iv) Development of a standardized ATAF project proposal framework detailing the relevant information and level of detail of information to be provided to the ATAF Committee for approval by the ATAF Committee;
- v) Provide assistance to proponents for preparation of proposals for technical assistance that will be submitted by the proponent for review and decision making by the ATAF Committee, and ensure timely submission to the ATAF Committee members at least seven (7) Banking Days prior to the respective ATAF Committee meeting;
- vi) Prepare annual and quarterly budget proposals and submit these for approval to the ATAF Committee;
- vii) Select and manage service providers (which shall be reputable), needed to deliver ATAF services with procurement rules and regulations approved by the ATAF Committee. In case of open international tendering CFC will be authorised to make use of a tendering agent, with associated costs to be borne by ATAF;
- viii) On-site visits to planned or ongoing TA projects;
- ix) Review, monitor and supervise ongoing TA projects. Such supervision activities include, in particular, supervising performance of service providers, controlling their invoicing and managing payment of their fees;
- x) Prepare and submit the relevant progress reports, as well as other information requested by the ATAF Committee, including all sets of documents, justification and other evidence required for payment by Moringa Partnership of the invoices submitted to it by CFC;
- xi) Inform the ATAF Committee of any event or development that may require its awareness or involvement;
- xii) Prepare the meetings of the ATAF Committee, including organisation of venue, timely invitations to all ATAF Committee members, drafting of minutes of the ATAF Committee meetings;
- xiii) Representation of ATAF in the public (if required);
- xiv) Acting as permanent secretary to the ATAF Committee
- xv) Any other responsibilities as further described in this Agreement and other day-to-day management issues as they may arise.

CFC will also take all reasonable best efforts to give day to day administrative support to Moringa Partnership, especially regarding the management of the funds from the donors.

ANNEX II. PROCUREMENT PROCEDURES

The following are standard procurement rules and recommended for ATAF management. These rules may be amended or are substituted by a different set of procurement rules and regulations at the discretion of Moringa Partnership. When using funds from AFDB, the procurement rules as provided in Annex II-A will be applied.

In most cases, the procurement of expertise and services will involve the following steps:

1. Approval of TOR and selection criteria
2. Identification of eligible consultants
3. Issuance of request for proposals (RFP)
4. Preparation of the evaluation of technical proposals
5. Overall evaluation and selection
6. Negotiations and award of the contract to the selected consultant(s)
7. Publication of the evaluation result to all applying consultants

Some of these steps are omitted or simplified, depending on the type of procurement. There are three types of procurement processes. The rules for the most extensive one, the Public Tender (A, for contracts in excess of EUR 200,000), are set out below. For the two other types, Shortlist Call-off (B, for contracts in the range of EUR 25,000 to EUR 200,000) and Direct Award (C, for contracts up to EUR 25,000) only the points in which they differ from the Public Tender are detailed below.

TA carried out by the ATAF Manager directly are considered as Direct Awards.

A. PUBLIC TENDER (ACTIVITIES ABOVE EUR 200,000)

In the case of a public tender, all steps apply. Detailed rules are as follows:

1. APPROVED TOR, ITC (INFORMATION TO CONSULTANTS) AND SELECTION CRITERIA

Moringa Partnership approves the objective and respective scope of work, budget including contributions by the beneficiaries and the procurement method. For consultancy assignments, the criteria for evaluation of qualifications (the evaluation grid) shall also be specified.

2. IDENTIFYING ELIGIBLE CONSULTANTS

Notices of the procurement are posted by the ATAF Manager on Moringa's website. Additionally, procurement notices may be circulated to any company or individual that has been shortlisted by the TA Facility in the past. The publication has to clearly spell out the requirements for an application from the consultants (see the criteria for short-listing below).

A two-step process with a Letter of Interest (LOI) and a proposal after short-listing applies. The time between advertising and the deadline for the reception of LOIs is, at minimum, two weeks. In general, eligible firms or individuals may be of any nationality. However, restrictions may apply if the funding for the tendered assignment comes from third party donors and carries restrictions. Immediately after the deadline, the LOIs are evaluated by the ATAF Manager. All companies that have experience in the area of assignment are included in the short-list.

The resulting short list comprises no less than three and no more than six eligible applying consultants. In the case that less than two proposals are received, Moringa Partnership is informed on the issue in order to decide whether to proceed, or to re-tender.

Short-listing may take no longer than one week, from the reception of LOIs to informing interested parties of the results. Short-listing is entirely the responsibility of the ATAF Manager to ensure a speedy procurement process. To safeguard transparency, Moringa Partnership, upon request, is provided with the complete short-listing documentation.

3. ISSUANCE OF REQUEST FOR PROPOSALS (RFP)

The ATAF Manager sends an RFP to the short-listed interested parties. The RFP includes the approved terms of reference (TOR) and the ITC. The ITC contains all necessary information that helps consultants to prepare responsive proposals. It also clearly spells out the selection procedure by providing information on the evaluation timeline, and by sharing the evaluation criteria. The requested proposal is comprised of a technical and a financial part, which is submitted in separate envelopes. The ITC gives a deadline for the submission of the proposals (date and time). Submitting parties send proposals to the ATAF Manager. Preparation time for proposals is specified in the ITC. This time period is not shorter than four weeks and no longer than two months, depending on the scope of the assignment. The ITC specifies the proposal validity period, which should be adequate for the evaluation of proposals, decision on award, and finalisation of contract negotiations.

4. PREPARATION OF THE EVALUATION OF TECHNICAL PROPOSALS

To ensure a fair and transparent tender process, at least two staff of the ATAF Manager evaluate independently from each other the technical part of the Proposals. The evaluation is carried out strictly on the basis of the criteria of the evaluation grid that has also been submitted for approval to Moringa Partnership. The evaluation of all proposals may not take longer than one week. As part of the assessment of the technical part of the Proposals, interviews can be conducted. For this purpose, the evaluation grid is used, which includes the definition of points for the interview. Technical proposals may be excluded from the evaluation if:

- the bid has been received after expiry of the deadline, unless the applicant can prove that he is not responsible for the delay, which is due to force majeure;
- the bid does not fulfil the criteria in the request for tenders in essential points, if it is incomplete or contains inadmissible restrictions;
- the consultant has influenced the selection procedure with illegal payments or by granting or promising other advantages.

The financial part of the proposal is opened by the ATAF Manager upon finalisation of the evaluation of the technical proposal. The relevant costs are the actual costs, including all applicable fees and taxes. The content of the financial proposal is included in the evaluation.

5. OVERALL EVALUATION AND SELECTION OF THE CONSULTANT

On the basis of the assessment the ATAF Manager takes the final decision within one week. The final selection is subject to approval by Moringa Partnership.

6. NEGOTIATIONS AND AWARD OF THE CONTRACT TO THE SELECTED FIRM

The successful company identified by the ATAF Manager is contacted and contract negotiations start.

Negotiations include discussions of the TOR, the methodology, staffing, and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, lest the quality, cost and the relevance of the initial evaluation be affected.

The proposal of the consultant is binding. Cost increases during the planning and implementation phase can be authorised by the ATAF Manager, using contingencies of up to the maximum of EUR 5,000. Higher cost adjustments are not permitted at this stage. If negotiations are not successful, the consulting company who came second in the overall evaluation is asked to negotiate.

Generally, contracts are two-party agreements. Contract parties are the consultant and the TA Facility, represented by the ATAF Manager. Payments to the consultant, according to the contract, follow milestones of the activity implementation. Pre-payment or advance payment is considered as a mean for both parties to formally engage into the contractual agreement. The advance payment should be defined between 10-30% of the overall amount to be paid for the services provided according to related justification of such an advance. Justification will have to be provided to the

ATAF Manager and transmitted to Moringa Partnership. Exceptions to the recommended 10-30% are possible if and when justified. A final payment of no less than 20% is only released upon successful completion of the project.

7. PUBLICATION OF THE EVALUATION RESULT TO ALL APPLYING CONSULTANTS

The evaluation outcome (award or non-award) is made available to the consultants. No details on the evaluation procedure or information on competing offers is disclosed. There is no right of appeal for the applicants.

B. SHORTLIST CALL-OFF (ACTIVITIES ABOVE EUR 25,000 AND BELOW EUR 200,000)

In a limited tender, the following changes relative to the steps defined in the public tender apply:

1. APPROVED TOR, ITC AND SELECTION CRITERIA

The TA Facility Committee also approves the objective and respective scope of work, budget including contributions by the beneficiaries and the procurement method. For consultancy assignments, the criteria for evaluation of qualifications (the evaluation grid) shall also be specified.

2. IDENTIFYING ELIGIBLE CONSULTANTS

A shortlist of consultants to be contacted is compiled using the consultant roster of the TA Facility. The list is compiled by the ATAF Manager, and includes at least 3 companies that have experience in similar assignments and/or in the respective region.

3. ISSUANCE OF REQUEST FOR PROPOSALS (RFP)

The ATAF Manager sends an RFP to the short-listed interested parties. The RFP includes the approved TOR and the ITC. The ITC contains all necessary information that helps consultants to prepare responsive proposals. It also clearly spells out the selection procedure by providing information on the evaluation timeline, and by sharing the evaluation criteria. The requested proposal is comprised of a technical and a financial part, which is submitted in separate envelopes. The ITC gives a deadline for the submission of the proposals (date and time). Submitting parties send proposals to the ATAF Manager. Preparation time for proposals is specified in the ITC. This time period is not shorter than two weeks and no longer than two months, depending on the scope of the assignment. The ITC specifies the proposal validity period, which should be adequate for the evaluation of proposals, decision on award, and finalisation of contract negotiations.

4. PREPARATION OF THE EVALUATION OF TECHNICAL PROPOSALS

To ensure a fair and transparent tender process, at least two staff of the ATAF Manager evaluate independently from each other the technical part of the proposals. The evaluation is carried out strictly on the basis of the criteria of the evaluation grid that has also been submitted for approval to Moringa Partnership. The evaluation of all proposals may not take longer than one week. As part of the assessment of the technical part of the proposals, interviews can be conducted. For this purpose, the evaluation grid is used, which includes the definition of points for the interview. Technical proposals may be excluded from the evaluation if:

- the bid has been received after expiry of the deadline, unless the applicant can prove that he is not responsible for the delay, which is due to force majeure;
- the bid does not fulfil the criteria in the request for tenders in essential points, if it is incomplete or contains inadmissible restrictions;
- the consultant has influenced the selection procedure with illegal payments or by granting or promising other advantages.

The financial part of the proposal is opened by the TA Facility Manager upon finalisation of the evaluation of the technical proposal. The relevant costs are the actual costs, including all applicable fees and taxes. The content of the financial proposal is included in the evaluation.

5. OVERALL EVALUATION AND SELECTION OF THE CONSULTANT

On the basis of the assessment the ATAF Manager takes the final decision within one week. The final selection is subject to approval by Moringa Partnership.

6. NEGOTIATIONS AND AWARD OF THE CONTRACT TO THE SELECTED FIRM

The successful company identified by the ATAF Manager is contacted and contract negotiations start.

Negotiations include discussions of the TOR, the methodology, staffing, and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, lest the quality, cost and the relevance of the initial evaluation be affected.

The proposal of the consultant is binding. Cost increases during the planning and implementation phase can be authorised by the ATAF Manager, using contingencies of up to 5% (with a maximum of EUR 5,000) of the proposed budget. Higher cost adjustments are not permitted at this stage. If negotiations are not successful, the consulting company who came second in the overall evaluation is asked to negotiate.

Generally, contracts are two-party agreements. Contract parties are the consultant and the TA Facility, represented by the ATAF Manager. Payments to the consultant, according to the contract, follow milestones of the activity implementation. Pre-payment or advance payment is considered as a mean for both parties to formally engage into the contractual agreement. The advance payment should be defined between 10-30% of the overall amount to be paid for the services provided according to related justification of such an advance. Justification will have to be provided to the ATAF Manager and transmitted to Moringa Partnership. Exceptions to the recommended 10-30% are possible if and when justified. A final payment of no less than 20% is only released upon successful completion of the project.

7. PUBLICATION OF THE EVALUATION RESULT TO ALL APPLYING CONSULTANTS

The evaluation outcome (award or non-award) is made available to the consultants. No details on the evaluation procedure or information on competing offers is disclosed. There is no right of appeal for the applicants.

C. DIRECT AWARD (ACTIVITIES BELOW EUR 25,000)

Generally, activities below EUR 25,000 are awarded by contacting at least three consultants and selecting the best offer, taking into consideration both the technical and the financial offer ("small tender"). In cases where the number of potentially eligible and available consultants are limited, due to the specific expertise required or the level of urgency or nature of the assignment, the ATAF Manager directly selects one consultant for the assignment.

In case the activity is directly awarded, the following changes relative to the steps defined in the public tender apply:

1. TOR, ITC AND SELECTION CRITERIA

The TOR shall be specified by the ATAF Manager. ITC documentation is not required.

2. IDENTIFYING ELIGIBLE CONSULTANTS

Consultants eligible according to their technical expertise are identified by the ATAF Manager.

3. ISSUANCE OF REQUEST FOR PROPOSALS (RFP)

Where deemed necessary, the Consultant(s) may be asked to submit a technical proposal. However, in most cases only a CV and comments on the terms of reference are requested from the consultant(s). Instead of a complete budget, the consultant(s) may only be asked to submit the

consultant(s) daily fee. Deadlines can be negotiated individually. However, an evaluation grid can be submitted to the consultant if considered appropriate by the ATAF Manager.

4. PREPARATION OF THE EVALUATION OF TECHNICAL PROPOSALS

The proposals are evaluated by the ATAF Manager.

5. OVERALL EVALUATION AND SELECTION OF THE CONSULTANT

On the basis of the assessment the ATAF Manager takes the final decision within one week. The final selection is subject to approval by Moringa Partnership.

6. NEGOTIATIONS AND AWARD OF THE CONTRACT TO THE SELECTED FIRM

The successful company identified by the ATAF Manager is contacted and contract negotiations start.

Negotiations include discussions of the TOR, the methodology, staffing, and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, lest the quality, cost and the relevance of the initial evaluation be affected.

The proposal of the consultant is binding. Cost increases during the planning and implementation phase can be authorised by the ATAF Manager, using contingencies of up to 5% (with a maximum of EUR 5,000) of the proposed budget. Higher cost adjustments are not permitted at this stage. If negotiations are not successful, the consulting company who came second in the overall evaluation is asked to negotiate.

Generally, contracts are two-party agreements. Contract parties are the consultant and the TA Facility, represented by the ATAF Manager. Payments to the consultant, according to the contract, follow milestones of the activity implementation. Pre-payment or advance payment is considered as a mean for both parties to formally engage into the contractual agreement. The advance payment should be defined between 10-30% of the overall amount to be paid for the services provided according to related justification of such an advance. Justification will have to be provided to the ATAF Manager and transmitted to Moringa Partnership. Exceptions to the recommended 10-30% are possible if and when justified. A final payment of no less than 20% is only released upon successful completion of the project.

7. PUBLICATION OF THE EVALUATION RESULT TO ALL APPLYING CONSULTANTS

The evaluation outcome (award or non-award) is made available to the consultants. No details on the evaluation procedure or information on competing offers is disclosed. There is no right of appeal for the applicants.

ANNEX II-A. SPECIFIC PROCUREMENT RULES AND REGULATIONS PER DONOR

AfDB Procurement rules:

<http://www.afdb.org/fileadmin/uploads/afdb/Documents/Procurement/Project-related-Procurement/Rules%20and%20Procedures%20for%20the%20Use%20of%20Consultants%20%28May%202008%20Edition%20Revised%20July%202012%29.pdf>

ANNEX III. SPECIFIC FUNDING CRITERIA AND REQUIREMENTS PER DONOR**FFEM**

- (a) No direct technical assistance to upgrade investees, except for specific matters targeting smallholders.
- (b) Signature of Statement of Integrity, Eligibility, and Social and Environmental Responsibility (Annex IV)

FISEA

- (a) Overall no-objection required to projects (co) financed by FISEA;
- (b) Geographical focus exclusively on Africa;
- (c) Minimum 25% cash contribution from investee receiving the Technical Assistance;
- (d) Definition of impact indicators to be monitored;
- (e) Definition of co-funding distribution (%) among donors.

AfDB

- (a) Clear definition of project Development Objectives. The intervention must trigger the farmers to expand their influence in the value chain;
- (b) Additionality of projects (justification for grants resources);
- (c) Definition of impact indicators to be monitored;
- (d) Definition of co-funding distribution (%) among donors;
- (e) Results based log frame;
- (f) Development of Procurement plan according to the procurement procedures indicated in Annex II;
- (g) External audit for all projects is required.

ANNEX IV. STATEMENT OF INTEGRITY AS REQUIRED BY FFEM

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "Contract")

To: _____ (The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
- 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
- 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
- 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) In the case of procurement of goods, works or plants:
- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or

vitiating someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

ANNEX V. ATAF PAYMENT PROCEDURES

ATAF Payment procedures

Version revised 08.03.2019

For all invoices that are received by the ATAF Manager (i.e. all invoices related to ATAF projects and overall ATAF management to the exception of services directly contracted by the Moringa Partnership):

- 1) All emails regarding invoices will be sent by the ATAF Manager to:
 - (1) the Office Manager of the Moringa Partnership,
 - (2) the ATAF Officer within the Moringa Partnership,
 - (3) the ATAF Chairman will be in copy of all emails regarding invoices.

- 2) All emails regarding payments should include:
 - (1) the Payment Request from the ATAF Manager to the Moringa Partnership (*see template page 25*) – the Payment Request shall be signed by the ATAF Manager;
 - (2) the invoice signed by the ATAF Manager and certified true copy;
 - (3) the related quote signed by the ATAF Manager and as approved by the Moringa Partnership beforehand, - or the contract signed by the ATAF Manager as it contains the quotation of the consultant, the payment schedule and the signature of the ATAF Manager
 - (4) the bank details to make the payment (IBAN number) – if not specified in the invoice itself

- 3) All invoices have to be addressed to:

Common Fund for Commodities
The ATAF Manager
Rietlandpark 301
1019 DW Amsterdam
The Netherlands

- 4) VAT should not be included in any invoice

- 5) After reception of invoices by the Office Manager, the invoices have to be signed by the ATAF Chairman. The invoice, once validated by the ATAF Officer, is sent to the ATAF Chairman and the CFO by the Office Manager.

- 6) After signature, the payment will be made. Payment is made up to 45 days of the end of the month or 60 days from the issuance of the invoice - after reception of invoices in due form by the Moringa Partnership.

- 7) Once the disbursement is made, the Office Manager informs the ATAF Manager that the payment has been realised and sends a proof of payment.

- 8) ***Specific case of pre-payment:***

The pre-payment or advance payment is considered as a mean for both parties to formally engage into the contractual agreement.

The advance payment should be defined **between 10-30% of the overall amount to be paid for the services provided** according to related justification of such an advance.

Justification will have to be provided to the ATAF Manager and transmitted to Moringa Partnership.

In a case of pre-payment only and in order to smooth the implementation of the project, the length to execute the payment will be reduced to 15 days, only once all compliance and AML conditions have been fulfilled.

Before agreeing on a pre-payment with 15 days to execute the payment, the ATAF Manager have to:

- 1) Inform Moringa Partnership of this specific payment conditions to be included in the contractual arrangement with the selected consultant, and
- 2) Ensure the required funds are available to make such a payment in such a limited time.

From:

The Common Fund for Commodities
The ATAF Manager
Rietlandpark 301
1019 DW Amsterdam
The Netherlands

To:

The Moringa Partnership
Agroforestry Technical Assistance Facility
Jardin Tropical
45 Bis, avenue de la Belle Gabrielle
94 736 Nogent-sur-Marne
France

Payment Request

In conformity with the ATAF service agreement (CFC-2014-04-0103FT) dated 21 July 2016, CFC contracts all consultants and services and receives invoices on behalf of Moringa Partnership (art.2.2) and Moringa Partnership pay any invoices for and of activities undertaken or performed, services hired and assets purchased pursuant to or in connection with the above mentioned agreement (art. 3.2).

The Common Fund for Commodities, hereby, asks Moringa Partnership to execute the following payment:

Name of service provider:

Amount to be paid:

Object or project reference:

Date: