



# Foreign, Commonwealth & Development Office

## CALL DOWN CONTRACT

<b>Framework Agreement with:</b>	Adam Smith International
<b>Framework Agreement for:</b>	Global Development Delivery Framework (GDD) Lot 4 – Economic Development and Trade
<b>Call Down Contract For:</b>	Urban Resilience and Just Energy Transition Programme in South Africa
<b>Contract ECM Number:</b>	ECM_6741

I refer to the following:

1. The above-mentioned Framework Agreement dated 18 December 2023;
2. Your proposal of 10 June 2024

and I confirm that FCDO requires you to provide the Services (Annex A, Terms of Reference), under the Terms and Conditions of the Framework Agreement which shall apply to this Call Down Contract as if expressly incorporated herein.

### 1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 5 August 2024 ("the Start Date") and the Services shall be completed by 4 August 2027 ("the End Date") unless the Call Down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

### 2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the FCDO South Africa (the "Recipient").

### 3. Financial Limit

- 3.1 Payments under this Call Down Contract shall not, exceed £9,600,000 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

### 4. FCDO Officials

- 4.1 The Project Officer is:

[REDACTED]

- 4.2 The Contract Officer is:

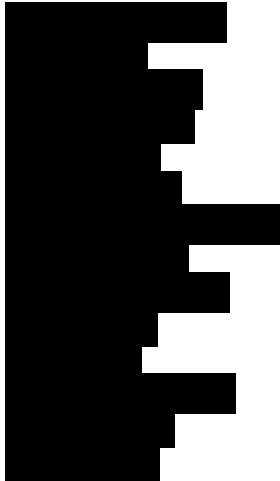
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## 5. Key Personnel

- 5.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without FCDO's prior written consent:



## 6. Reports

- 6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

## 7. Duty of Care

- 7.1 All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call Down Contract will come under the duty of care of the Supplier:
- I. The Supplier will be responsible for all security arrangements and His Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
  - II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:
    - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call Down Contract;
    - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call Down Contract.
  - III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the

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Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call Down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where FCDO is providing any specific security arrangements for Suppliers in relation to the Call Down Contract, these will be detailed in the Terms of Reference.

### 8. **Call Down Contract Signature**

- 8.1 If the original Form of Call Down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of FCDO, FCDO will be entitled, at its sole discretion, to declare this Call Down Contract void.
- 8.2 No payment will be made to the Supplier under this Call Down Contract until a copy of the Call Down Contract, signed on behalf of the Supplier, returned to the FCDO Contract Officer.

### 9. **Break points**

- 9.1 The contract will be subject to break points on 31 March 2025 and 31 March 2026.



## **Annex A**

### **Terms of Reference**

#### **Urban Resilience and Just Energy Transition Programmes South Africa**



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## Abbreviations

<b><u>Acronym</u></b>	<b><u>Definition</u></b>
<b>AfDB</b>	African Development Bank
<b>ACT</b>	Accelerated Coal Transition project of the Climate Investment Funds
<b>BHC</b>	British High Commission – Pretoria
<b>BII</b>	British International Investment
<b>CIF</b>	Climate Investment Fund
<b>COP</b>	Conference of the Parties
<b>DBSA</b>	Development Bank of South Africa
<b>DFI</b>	Development Finance Institute
<b>FCDO</b>	Foreign Commonwealth and Development Office
<b>GIZ</b>	German Development Agency
<b>ICF</b>	International Climate Fund
<b>IPG</b>	International Partners Group
<b>ICM</b>	Intermediate City Municipalities
<b>JETP</b>	Just Energy Transition Partnership
<b>JET IP</b>	Just Energy Transition Investment Plan
<b>JET PMU</b>	Just Energy Transition Project Management Unit
<b>GoSA</b>	Government of South Africa
<b>TOR</b>	Terms of Reference
<b>UK</b>	United Kingdom
<b>LED</b>	Local Economic Development
<b>NT</b>	National Treasury
<b>NDC</b>	Nationally Determined Contribution
<b>ICM</b>	Intermediate City Municipalities
<b>SALGA</b>	South African Local Government Association
<b>DCoG</b>	Department of Cooperative Governance
<b>GESI</b>	Gender Equality and Social Inclusion
<b>ODA</b>	Official Development Assistance
<b>PIDG</b>	Private Infrastructure Development Group
<b>PPP</b>	Public Private Partnership
<b>TWG</b>	Technical Working Group
<b>URP</b>	Urban Resilience Programme



# 1. Summary

- 1.1 The UK Foreign, Commonwealth and Development Office (FCDO) is procuring a service provider (“Supplier”) to manage and implement components of the Urban Resilience and Just Energy Transition Programmes in South Africa.
- 1.2 Through these programmes, the UK will support green growth, just energy transition and sustainable urbanisation in South Africa.
- 1.3 FCDO priorities of inclusive economic development in cities and just transition is closely aligned. Cities are critical to South Africa’s economy and its carbon reduction commitments. Due to increasing pressures (such as population growth, infrastructure backlogs, governance, political instability) on municipalities to provide high-quality urban infrastructure within the current fiscal and capacity constraints, development assistance is needed to facilitate public and private investment in sustainable infrastructure across the country that results in job creation, reduces spatial inequality and promotes climate-resilient growth.
- 1.4 Therefore, this contract seeks to deliver technical services that assist with the implementation of the Just Energy Transition (JET), as foreseen in the JET Investment Plan and JET implementation plan, as well as the local economic development (LED) projects in municipalities in selected geographies to address wider developmental issues linked directly or indirectly to JET.
- 1.5 Specifically, this tender is for a Supplier or Consortium to act as the Implementing Partner (IP) who will provide technical assistance (TA) to selected intermediate city municipalities under the Urban Resilience Programme to implement a pipeline of catalytic projects in a range of sectors that improve service delivery, reduce GHG emissions and enhance socio-economic conditions.
- 1.6 Support the implementation of the Just Energy Transition (JET) by:
  - scoping out and developing to bankable stage and beyond e.g. implementation infrastructure and economic development projects for investment using the UK’s pledged Just Energy Transition Partnership (JETP) finance – sovereign and PPP lending from African Development Bank and private equity and debt deals for DFIs, British International Investment and PIDG.
  - providing technical assistance and policy advice to SA Government entities and businesses or business associations in the JET sectors. JET sectors are energy (and energy efficiency), green hydrogen, EVs, Road to Rail and Just i.e. economic development (improved services and jobs in the coal mining province, Mpumalanga)).
- 1.7 The bulk of the work under the JETP component is likely to be finance that is attributed to the UK’s International Climate Finance (ICF) commitments. Unlike the JETP component, the Urban Resilience Programme budget is presently not ICF tagged, however the programme log frame will have 2-3 ICF indicators linked to the scope of this contract, which the supplier is expected to report on. Further information on the KPIs is provided in section below.
- 1.8 The Supplier contract will run for approximately three years from the Start Date – anticipated in mid-2024. The total budget available for the services to be provided under this contract will be up to £9,600,000 (Nine Million Six Hundred Thousand GBP) (inclusive of all applicable local taxes, exclusive of UK VAT), with an optional 2-year extension period of up to £20m in value, (bringing the total contract value to an amount just under £30m) subject to Business Case addendum and budget availability. Both the contract duration and budget are subject to break clauses and extension/expansion options as set out in the ‘Key Contract Information’ section.
- 1.9 The overall proposed contract structure is as follows:





- **Contract start date:** July 2024
- **Optional extension** to July 2029
- **Scope to scale up/expand** – up to £20m
- **Implementation Phase:** 36 months (No inception phase) plus any extension
- **First Contract Review Point:** 31 March 2026
- **Closure:** up to 3 months before the end of Contract
- **Contract end date:** 31 July 2027 (with the extension option up to 31 July 2029 subject to approvals)

1.10 FCDO reserves the right to scale up, down or discontinue the programme at any point, in line with the contract Standard Terms and Conditions (T&C's GDD Framework) – see paragraphs 9.7-9.9 for further detail.

## 2. Context and Rationale

- 2.1 The Urban Resilience and Just Energy Transition programmes were developed by FCDO in response to a spectrum of challenges blocking South Africa's development. While the Urban programme aims to address historical inequities in urbanisation and access to economic opportunities, the Just Energy Transition programme is focussed on South Africa's decarbonisation targets and its impact on economic development. At this stage, the two programmes have slightly varying geographical focus - the Just Energy Transition programme activities are predominantly in Mpumalanga, as requested by the South African JET PMU but can be elsewhere in all sectors apart from JET, whereas the Urban programme is covering four *additional* provinces (KZN, Eastern Cape, Gauteng, Limpopo).
- 2.2 As noted in the Summary section above, the two programmes complement each other, not least due to shared technical gaps observed in municipalities, which are barriers to both inclusive urban development and just transition and share common goals of SA National Treasury on service delivery and inclusive economic growth. FCDO envisages greater alignment in near future between the two programmes and expects this contract to begin demonstrating opportunities that deliver on shared targets such as job creation, GHG emissions reduction, improved service delivery and investment mobilisation. Using this context, the Supplier is encouraged to identify ways to build efficiencies within its contract delivery approach and lessons should be shared across both programmes.
- 2.3 The current portfolio of municipal projects in provinces outside of Mpumalanga are predominantly focussed on job creation and sustainable urbanisation with an emphasis on infrastructure planning and finance mobilisation. Nevertheless, some municipalities continue to demonstrate poor project pipelines which warrant additional technical review by the supplier to develop and deliver a credible pipeline of infrastructure interventions. As service delivery in electricity and water sectors is fundamental to all economic development projects in these cities, the programme may choose to focus on energy and water infrastructure projects as a priority which also support JETP Implementation Plan.



## FCDO Programme Governance

2.4 The programmes are currently situated within two separate thematic portfolios – Economic Growth, and Climate and Energy, with independent governance structures. The two programmes have separate SROs, PROs and programme management support teams. FCDO may amend this structure in future; however, at this stage the supplier is expected to work within these institutional arrangements. Further information on supplier reporting structure is provided under Section 6.

2.5 The following sections provide further background for each programme.

## Urban Resilience Programme

2.6 Sustainable urbanisation is an important lever for economic growth, socio-political stability and human development. Well-functioning cities attract investment and skilled workers; have higher socio-economic return on public spending; offer better quality of life, can reduce carbon emissions when designed well and are generally more resilient to economic, social and climate shocks.

2.7 South Africa's national urban policies and Local Government White Paper outline the state's mandate on inclusive urban growth and a government structure making provision for locally led development. Even so, cities continue to grapple with social volatility and basic urban provisions such as decent housing, service delivery, public transport, and access to opportunities. These conditions also form the bedrock for some of the economic challenges in the country.

2.8 Two-thirds of the South African economy is built on the contribution of its cities, which support nearly 70% of the country's population. In the face of persistently slow, job-less economic growth, South African cities are responsible for generating more than half of the national employment. Parts of the South African local government continue to work towards building robust economies in tandem with expanding equitable access to services while lifting marginalised urban residents out of inequality, unemployment and poverty traps, amidst a constrained fiscal situation, unfolding energy crisis, and limited government capacity.

2.9 Amidst this urban crisis, over the last decade only major economic centres such as Johannesburg and Cape Town have shown a moderate rise in their productivity and economic output. Even so this has resulted in only marginal difference to the levels of inequality and poverty experienced by disadvantaged populations in these cities and other urban areas in South Africa.

2.10 Covid-19 further constrained the national and sub-national governments' fiscal capacity to cushion the damage caused by poor growth and withdrawal of investment from key sectors. Moreover, constant threat from climate change, witnessed in recurring droughts and floods is preventing most city economies from recovering to pre-pandemic levels and improving livelihoods of vulnerable communities.

2.11 In light of this evidence, South African cities of all scales face the dual challenge of stagnant economic growth and rising inequality caused by persistent exclusion, inadequate structural reform and dismal policy implementation. If the current pattern of urbanisation and economic growth continues, it will perpetuate existing inequities and hamper the productivity of its 40 million urban residents, the majority of whom are Black, unemployed and poor.

2.12 As demonstrated by previous bilateral partnerships with South Africa, the UK is strongly positioned in the urban development, governance, and infrastructure sector to support economic recovery and promote integrated urban economic development. This is also aligned with the UK's International Development Strategy (2022), Integrated Review Refresh (2023) and International Development White Paper (2023), which commit to working "with cities to create infrastructure



services that are resilient and sustainable (SDG 11) and help realise their potential to drive growth and create jobs, drawing on outstanding UK and global expertise in urban planning and project development". The partnership between UK and South Africa to drive local economic development was also a core commitment made as part of the UK-SA Economic Growth Partnership announced at the State Visit in November 2022.

- 2.13 To maximise UK ODA impact on South African municipalities' infrastructure delivery, three spatial scales were identified as entry points for technical assistance - townships, secondary cities and metros, with each urban scale to be approached with a bespoke approach to benefit realisation.
- 2.14 Against this background, the Urban Resilience Programme (URP) was established to fund TA enabling South Africa's ambitions for inclusive, sustainable, and climate-resilient economic development in cities. To achieve this objective, the programme is expected to deliver project-based support for improved urban management and governance, township economic development and resilient infrastructure. FCDO identified a combination of delivery and partnership routes for URP interventions, including accountable grants to non-profit organisations delivering existing SA programmes and commercial contracts to deliver new activities. Further details for the ongoing programme activities can be found under Annex 1A. This is for information purposes only and the supplier is not expected to work with the other delivery partners except where FCDO requests engagement for programme-wide reviews and learning events.
- 2.15 This contract pertains to one of the key components of the Urban programme – TA for local economic development (LED) in intermediate/secondary cities municipalities (ICMs). The LED component will advance priority catalytic projects within municipal portfolios that offer potential to create jobs, reduce GHG emissions, improve climate resilience and enhance socio-economic conditions in the targeted area. Some of these projects, especially in Mpumalanga, will directly support JET Implementation Plan through projects that create jobs and improve water and energy infrastructure. During implementation, further investigation will need to take place in some of the municipalities to identify projects that are both JET and URP aligned.

## Just Energy Transition Programme

- 2.16 South Africa made a commitment, as part of the Just Energy Transition Partnership at COP26 in November 2021 in Glasgow, to work to meet the upper ambition of its revised Nationally Determined Contribution (NDC) - its carbon reduction commitments. In turn the international community would support it with finance to help SA move away from coal power (comprising 80% of energy supply) and combustion engine vehicle dependence. This transition would be done in a way that was "just" – supporting the coal communities who would otherwise be left behind with the Just Energy Transition shift – through for example provision of jobs, economic diversification, an improved local environment and better services.
- 2.17 \$8.5bn was committed at COP26 by the initial development partners (US, UK, EU, France, Germany) who formed the International Partners Group (IPG) and an Investment Plan was launched at COP27 in November 2022 (and available online [here](#)) setting out areas of need and the scale of financing needed (circa \$98bn). Subsequently the original IPG partners increased their financial commitments and Denmark, and the Netherlands joined the IPG. The level of expanded IPG commitment is now \$9.3bn. A grant register is kept which is available online [here](#). There are also commitments from Spain, Canada and the World Bank and philanthropies outside of the IPG. A JET Project Management Unit (JET PMU) was established within the Presidency, and they drafted a more detailed Implementation Plan for COP28 setting out institutional structures, more detailed approaches and the latest funding offer. The Implementation Plan is



available online [here](#). This includes proposals for a Funding Platform to match projects and funding. This Funding Platform, once established, will initially focus on grant projects in Mpumalanga, the key coal province where 86% of the jobs are in the coal value chain.

2.18 The UK had as of 4 March 2024 pledged \$1.8bn of investment funding and \$34m of grant funding to the JETP. The UK grant funding includes a range of programmes – from DESNZ, other parts of FCDO e.g. UKPACT programming and there is a dedicated JETP business case which is part used to fund this project and which it is anticipated to extend in duration and expansion. The investment funding comprises: -

- \$500m of investment by BII and PIDG to support private investments; and
- guarantee arrangements to enable AfDB to undertake an additional \$1.3bn of lending on top of its annual lending headroom. \$1bn of this guarantee facility will expire by end of 2025 (unless UK Ministers decide to extend) - meaning projects for sovereign lending must be submitted to the AfDB Board before this expiry date. The remaining \$0.3bn must be climate finance projects under the Room to Run guarantee which has a much longer expiry period, and these projects can be sovereign or private. Loans to state owned enterprises such as Eskom, the power company or Transnet, the rail company, require a sovereign guarantee which is difficult for the SA Gov which is seeking to reduce its balance sheet liabilities.
- Despite the ambition in the Investment and Implementation Plans, outside of projects from the State energy provider, Eskom, (which is subject to a borrowing moratorium), there are no substantial investable projects scoped out. This programme would therefore work: -
  - Primarily (circa 80% of the work) to find and implement investment opportunities. Sourcing pipeline and costs, assessing costs and benefits, working out how to implement and support them to financial close and beyond to build and implementation.
  - To a lesser degree (circa 20% of the work) providing ad hoc advice or technical assistance on e.g. policy, regulatory or investment issues for the government, or business councils, or advisory support to SMEs. This ad hoc support could be used for example to provide additional support to National Treasury on taxes and incentives for electric vehicles, niche advice on energy markets or following on from the Growth Gateway project work on an SME fund project (with USAID) to support early stage and smaller businesses which comprise a lot of the Province potential and also on financing solutions for agribusinesses via CASA programme implemented by Technoserve.

2.19 More details of work to date and other donor work are in Annex 2.

### 3. Overall Objective and Scope

3.1 The contract is expected to achieve climate-resilient and inclusive economic development in support of South Africa's Just Energy Transition Framework and JET Investment and Implementation Plans, National Development Plan, and Integrated Urban Development Framework in selected regions of the country. The activities undertaken through the contract will build local



government capability for long-term infrastructure planning, finance mobilisation and sustainable project delivery, and secure public and private investment in catalytic economic development projects. In the case of JETP the aim is to deliver projects, especially using the UK's pledged finance which adhere to the JET Investment and Implementation Plans – in the relevant JET sectors but especially projects which support the Just element of the JET.

- 3.2 The Supplier is expected to provide day-to-day management to achieve the programmes' objectives, including intervention design, development and implementation through the programme budget, financial and fiduciary management, managing downstream partners and their related due diligence, risk management, logistical and administrative duties, and work collaboratively with the FCDO to implement Monitoring, Evaluation and Learning strategy.
- 3.3 The Supplier will be expected to work across the two programmes in a way that harnesses opportunities to build efficiencies for project design, delivery, management, and stakeholder engagement. In addition, the Supplier may be required to share information and work collaboratively with other HMG departments such as Department for Business and Trade and Department for Energy Security and Net Zero (DESNZ) where necessary to achieve xHMG objectives. Where applicable, the Supplier is encouraged to draw lessons from other relevant FCDO programmes operating in the region and beyond, including Kenya's Sustainable Urban Economic Development Programme (SUED), UK Nigeria Infrastructure Advisory Facility (UKNIAF), the Cities and Infrastructure for Growth (CIG) Programme; the Global Future Cities Programme (GFCEP); the Global Infrastructure Programme (GIP) and the fairly recently established Green Cities and Infrastructure programme. The supplier may also draw lessons from other donor funded secondary cities support programmes with contextual similarities to South Africa.
- 3.4 The Supplier should be prepared to work collaboratively with other development partners programmes operating in South Africa as well as with relevant community-based organisations, development finance institutions and private sector to ensure a whole-of-society approach. In the case of the JETP there should be close working with the Technical Working Groups and the JET Project Management Unit. There may be a requirement to present lessons learned to these groups or to FCDO events on progress/lessons learned.

## Urban Resilience Programme

- 3.5 The Supplier will design and deliver a technical assistance model that results in the implementation of economic infrastructure projects and improves the performance of urban services within municipalities. This technical assistance will be provided to up to 10 Intermediate City Municipalities (ICMs) subject to scale up/down conditions as noted further below in this document.
- 3.6 The following ICMs are identified for TA at this stage. Further background on project identification, municipal shortlisting process and TA themes for these municipalities is provided under Annex 1.

*Table 1 Shortlisted Intermediate City Municipalities*

<b>Gauteng</b>	<b>KwaZulu Natal</b>	<b>Eastern Cape</b>	<b>Limpopo</b>	<b>Mpumalanga</b>
Emfuleni	Alfred Duma/Ladysmith	King Sabata Dalindyebo (KSD)	Polokwane	Steve Tshwete
Mogale City	Ray Nkonyeni		Thulamela	Mbombela
	Newcastle			





- 3.7 FCDO has already engaged District and provincial agencies for these municipalities but due to varying planning and service delivery mandates, the programme needs to adapt its stakeholder engagement approach on a case-by-case basis. All municipalities have nominated a lead coordinator – predominantly in LED departments. All contact details will be provided upon contract commencement.
- 3.8 The supplier will be expected to establish municipal level project governance and delivery arrangements that include other relevant departments such as water, sanitation, waste, engineering and so on. The governance structure should also enable FCDO and supplier to mitigate risk related to programme resource allocation to municipal demands that are not aligned with programme Business Case. This will require institutional acumen and ability to work with disparate government structures to ensure that programme's overarching objective of improved infrastructure services, climate resilience and socio-economic impact is achieved.
- 3.9 FCDO remains acutely aware of the administrative difficulties that some of these ICMs continue to experience, which is a widespread issue across SA's local government. GoSA requested that FCDO identify ways to assist these municipalities to address institutional barriers to service delivery that can be resolved through appropriate technical support. Using an adaptive and evidence-based approach the selected supplier must closely monitor municipal capacity and promptly advise FCDO if the project may result in poor VfM. Subject to appropriate reporting and evidence provided by the Supplier, the programme may choose to terminate or reshape TA provision to these municipalities and redirect resources, if feasible, to other municipalities or to well-progressing projects in consultation with the GoSA.

### **Project assessment and shortlisting support from PwC**

- 3.10 During the municipal project shortlisting process as described in Annex 1, FCDO received over 70 projects from the shortlisted municipalities. Due to poor information quality within municipal submissions, in September 2023 PwC was appointed through the EACDS framework for 6 months to develop a multi-criteria decision tool, review and score municipal project submissions, and provide a critically assessed project pipeline for each municipality by March 2024. This work was delivered in tandem with JETP related pipeline development as outlined in the section below. All PwC deliverables relevant to this contract are provided with this ToR.
- 3.11 FCDO reviewed the project shortlist report and framed TA outcomes for each municipality with due consideration to risks, opportunities and governance challenges. As the shortlisted projects are drawn from municipal submissions, some projects offer better VfM for FCDO and GoSA than others. Further work is required in municipal prioritisation process in some cases. The Supplier is required to provide TA to the projects that have potential for significant socio-economic impact and conduct further scoping in municipalities where the shortlisted projects may not prove to be catalytic or demonstrate considerable risk to implementation and financial sustainability. More information on specific municipal project outcomes to be delivered by the supplier are provided in Annex 1.

### **Peer-to-peer learning**

- 3.12 To enable cross-government learning on overlapping areas of support including Just Transition, the supplier is expected to conduct multi-stakeholder sessions to share the progress and key lessons from the projects. The primary audience of these sessions will be the recipients identified in Section 4. GoSA and FCDO may choose to invite other ICMs for peer-to-peer learning and as secondary audience. Additionally, the Supplier may be requested to join and present at GoSA knowledge platforms alongside FCDO.



- 3.13 FCDO will be responsible for coordinating high-level programme engagement with other national government departments such as National Treasury, Human Settlements, Water and Sanitation, where appropriate. However, the Supplier will be responsible for identifying opportunities for their involvement at project level where this may be required such as, in water and industrial development projects.

## Just Energy Transition Programme

### Pipeline Development and project implementation.

- 3.14 The Development partners have made progress in finding projects for the circa \$400m of IPG grant development funding but have made less progress with the investment funding i.e. returnable capital projects.
- 3.15 Given the lack of pipeline in which to deploy its \$1.8bn commitment, in 2023, the UK contracted PwC under a framework contract for about 7 months to develop investment pipeline. It engaged with municipalities and some central agencies to find investable projects in Mpumalanga (the province which counts for “Just” work under JETP, and which has 86% of the coal value chain jobs). A long list of projects was created and is being kept up to date and then 2 will be developed to a more investable stage, including analysis on the costs and benefits and how the projects could be implemented in terms of tendering and financial management (to meet AfDB standards for example). The focus was on (a) job creation and (b) improved services/environment for Mpumalanga. From the long list a shortlist of three broad buckets were presented to Steering Committee of National Treasury (NT), AfDB, FCDO and the JET PMU: -
- water (including bulk water supply, wastewater and non-revenue water and solar pumping)
  - the energy distribution sector (non-revenue energy i.e. technical and commercial loss reduction and grid upgrades) and
  - a mix of employment related projects in tourism and manufacturing.

Two additional buckets were discounted – trade corridors and affordable housing.

The Steering Committee selected the first two (water and energy) for further work by PwC up to April 2024, with the idea of these projects forming projects to be sent for the AfDB board after further work on cost benefit analysis, tendering/financial management implementation, turnaround management options, determining potential disbursement linked indicators for MDB loans and scoping out the feasibility studies which AfDB will fund.

- 3.16 The Supplier under this TOR would then support further implementation of these 2 PwC developed water and energy packages e.g. via assisting with next steps – clarifying any further detail on which assets should be funded and how much they would cost, facilitating design of feasibility studies, environmental impact assessments, organising meetings with implementers, beneficiaries and communities, supporting movement to tenders, designing financial flow arrangements, payment by results, facilitating elements for the loan contracts, access to land, permitting/consents. The Supplier would also potentially develop additional projects for AfDB and/or PIDG or BII, so widening the pool of projects. These projects might be scaling up the energy or water projects to more municipalities (in and beyond Mpumalanga) as a follow-on loan project or drawing on the third frontrunner package (e.g. jobs related projects). It is also possible that the PwC created projects are discontinued for political reasons or due to lack of complete readiness. The consultation will therefore have to be flexible.



3.17 The FCDO is also considering offering a consultant from the Supplier to the JET Funding Platform based in the Mpumalanga province to assist with project implementation– focussing on permitting, coordination, donor matching etc. More detail is set out in the Annex 2.

### **Ad hoc other work in JET sectors**

3.18 While this project pipeline development would make up the bulk of the work under this contract, the Supplier could also be asked to support on ad hoc advice or analysis for the JETP, for example advice to NT around taxes and incentives for EVs, support to the roll out of Electrified public transport or municipal service fleets or projects in the Road to Rail space, Green Hydrogen support or potentially advice or support around energy or energy efficiency including the development of energy markets (although the latter is quite well supported already).

3.19 There may be some need for ad hoc support on economic development related to the JETP e.g. manufacture of renewables or supporting jobs and economic diversification via the private sector for Mpumalanga province e.g. agribusiness or SME development – initial work has already occurred through the UK's Growth Gateway programme and via USAID on SMEs and a potential SME impact investment supported investment fund and by the UK's CASA programme on agribusiness in Mpumalanga.

3.20 There is also a possibility (depending on fund availability) of needing to provide some funding via NGOs for specific activities – in which case the Supplier would be expected to manage the allocation of the funds, including any potential due diligence, financial and quality/deliverable supervision.

## **4. Recipients and Beneficiaries**

4.1 The primary recipients of the technical assistance services under URP are the short-listed municipalities; however, the following government stakeholders will remain the secondary recipients due to their strategic policy and planning mandates.

- District Municipalities
- Provincial and national departments of cooperative governance (DCoG)
- South African Local Government Association (SALGA)

4.2 The primary recipients on the GoSA side for the JETP are expected to be:

- Mpumalanga Province and municipalities and regional bodies such as the Inkomati -Nkozi water catchment authority.
- Central Service Departments such as (but not confined to) National Treasury, JET PMU, Department of Water and Sanitation, Water Partnership office, SANRAL, SANPARKS, Ministry of Electricity, DMRE, Development Bank of South Africa

4.3 The indirect beneficiaries of the services are:

- residents,
- formal and informal workers
- small to large-scale business owners
- marginalised groups including previously disadvantaged individuals, women, elderly, disabled youth and children.





- unemployed

## 5. Delivery Approach

- 5.1 The Supplier is expected to provide a joint delivery team covering both programmes under this contract, with appropriate skills and expertise in each job family as described in the 'Key Skills and Team Structure' section below. Broadly, the team is expected to work with the Government of South Africa recipients by embedding key specialists within relevant municipalities (and the Funding Platform of the JET in Mpumalanga) during the contract duration to ensure evidenced transfer of skills. The following two sub-sections provide desired programme-specific methodology.
- 5.2 The quality and pace of delivery must be maintained to the highest standards for both programmes equally. To achieve the shared strategic outcomes of the two programmes, it is recommended that a single Project Leadership team is assigned with oversight of both programmes. This must be in line with the Key Skills and Expertise and Team Structure outlined in sections further below.
- 5.3 The supplier may need to take a proportionate and context-specific approach to governance-focussed and institutional capacity building activities as both programmes have varying needs. Further guidance on this is provide in programme sub-sections below.

### Urban Resilience Programme

- 5.4 This programme's main aim is to build and improve the infrastructure quality in non-metro municipalities and by way of project development support, enhance municipal capabilities to undertake integrated spatial and economic development across municipal infrastructure portfolio. This includes enhanced governance and planning to develop credible project pipelines.
- 5.5 The municipalities identified in earlier phases of programme design demonstrate a range of local government challenges such as service delivery backlogs, poor institutional capacity, economic disintegration, and declining quality of public administration. These municipalities are classified as secondary/intermediate cities - although the categorisation may need to be revisited by GoSA - with complex urban systems, and varying spatial-economic strengths and weaknesses. For instance, Thulamela is a largely rural settlement; however, in the context of Limpopo North region, it acts as an urban centre, not least due to the University of Venda which is a key social infrastructure anchor. Contrary to this, Mthatha is a sprawling National Urban Node connecting poorer, rural Eastern Cape to economic opportunities within and outside of the province, in addition to leveraging coastal tourism opportunities by virtue of proximity and existing transport infrastructure (roads, air).
- 5.6 The programme intends to use the technical support to these diverse 10 cities to inform typologies that can offer lessons to other development agencies and GoSA when shaping economic and spatial development policies and planning interventions to improve the role of secondary cities in SA's economy.
- 5.7 Notwithstanding this long-term benefit, the risk associated with the institutional capacity in addition to administrative and financial integrity of some of the municipalities is significant. As such, the Supplier is expected to take an iterative approach with a programme landing point on 31 March 2025 (separate from contract review point in 2026) when progress in 10 municipalities will be assessed by the Supplier in consultation with FCDO, alongside the programme's Annual Review. Based on the findings of this assessment the TA approach and scope can be adapted as needed for Year 2 and 3.



- 5.8 The supplier may choose to work across the 10 municipalities incrementally to enable stronger municipal projects to quickly advance through project development phases in the first year with concepts submitted to interested financing parties such as AfDB, DBSA, GFI etc. In conjunction with this, weaker municipalities could be supported with early portfolio assessment to identify cost-effective, high impact/low risk interventions which can be delivered in year 2 and/or 3. Using an adaptive delivery model, project workplans can be revised based on emerging evidence.
- 5.9 The Supplier will ensure its approach maximizes overall programme impact and VfM for FCDO, strengthens municipal performance and demonstrates agility in technical delivery. The workplans for each municipality must be co-created with relevant stakeholders in GoSA and FCDO during the first two months of contract to ensure buy-in towards the process. These can be revised on an annual basis in response to evolving political and institutional environments and ODA changes where needed.
- 5.10 The TA can be comprised of results-oriented hands-on planning support to key stakeholders to achieve service delivery improvements such as demand and revenue modelling and deep-dive support on selected investment projects to assist municipalities with tasks such as project preparation (including funding applications), investment attraction, GoSA approvals, cost-benefit analysis, tendering and financial agreements. Further activity details for each municipality are provided under Annex 1.
- 5.11 TA for all municipal projects must be delivered such that it is sustainable and transformative for the municipalities and capacitates public officials to carry out similar projects independent of TA in longer term.

## JETP

- 5.12 The Supplier will be required to help progress to financial close and then support with execution the initial 2 projects (Water and Energy distribution) developed by PWC in the previous contract arrangement. This will include supporting them through AfDB and GoSA approvals (including completing the very detailed AfDB appraisal document), feasibility studies, permitting, supporting the setting and fulfilment of conditions precedent for loans and the setting of disbursement linked indicators for results-based loans. It may be necessary to support implementing entities with building capacity and advising on tendering, procurement, contracts and financial management.
- 5.13 The Supplier should simultaneously source and scope and develop additional projects (undertaking the core data finding by contacting key stakeholders, conducting cost benefit analyses, financial viability and modelling and procurement and financial due diligence on leads) for the JET Steering Committee approval (FCDO, AfDB, NT and JET PMU) and AfDB or DFI e.g. PIDG and BII Board approvals and then support those to financial close, noting the urgency that the core \$1bn AfDB guarantee facility is due to end on 31 December 2025 – meaning the time by which projects need to be approved by AfDB- tendering and financial close can be later. While the core \$1bn guarantee might be extended by UK Ministers this is more likely if there is evidence of good pipeline to deploy it. Projects may be in different sectors or also involve scaling up and replicating the earlier 2 projects – for example undertaking non-revenue energy distribution support projects in additional municipalities. BII and PIDG have more time to deploy their capital.
- 5.14 Development of additional projects will require the Supplier to be resourceful – using both the third bucket presented to the Steering Committee, the existing long list of projects (copy provided to bidders) based on the 7 municipalities and central stakeholders contacted, but also going back to initial methodology and contacting and visiting more municipalities, key national stakeholders and



also potentially creating projects and project sponsors from scratch from a problem statement or suggestions from communities or others stakeholders which are not even beyond the “idea” stage. The next step is then looking at how they could be implemented – identifying if there are partners who could meet AfDB procurement and financial management standards and assessing if, for example, payment by result approaches can be designed to allay concerns of NT and AfDB about waste and corruption. This will require resourcefulness and persistence as initial data will be patchy and of varied quality. SA has limited experience with project borrowing from MDBs compared to many low-income countries. It will be essential to check in with key stakeholders- AfDB, BII and PIDG to understand their interest and risk appetite as well as checking in with the JET PMU and NT slightly less regularly. The FCDO JET lead will also provide steers and guidance.

- 5.15 Although this is not a full capacity building or training orientated programme, the aim should be to involve the municipalities and GoSA as much as possible so that there is some learning by doing, especially on the basics such as how to manage a cost benefit model, how to structure basic financial arrangements.
- 5.16 At the break point the work will be assessed to see if the projects are moving well and at pace, the satisfaction of the stakeholders will be assessed and based on these factors there would be a scale up or scale down of the programme. As with URP the aim would be also to facilitate learning by doing within key institutions –whether municipalities or central GoSA bodies, so building up capacity within them. This is an express wish of GoSA.
- 5.17 The work will involve close working with the stakeholders referred to above.

## Key Requirements for Bid Proposal

- 5.18 The Supplier is required to submit a draft proposal for the full contract duration (up to 31 July 2027) as part of its bid. As a minimum, the technical proposal should include the following:
- **Two Theories of Change (ToC)** (Urban and JET) including assumptions, integrating the objectives and KPIs provided in this contract.
  - **High-level workplans for the technical implementation** under the two programmes including annual milestones for base period (2024-2027) – the workplan may need to be refined in consultation with GoSA once contract starts and would be subject to the individual work piece mechanism below.
  - **A detailed delivery plan** of JETP and URP scope integrating considerations for the following. These can also be integrated into the workplans –
    - Stakeholder engagement
    - Value for Money indicators
    - Risk register using FCDO defined categories.
    - Climate change and environmental related risk factors
    - Political economy and institutional analysis, including understanding of corruption risks.
    - Gender equality and inclusion of poor/disadvantaged and black empowerment
    - Any specific geographic issues
    - Social value including local procurement.



- maximising synergies with other UK and development partner programmes as applicable.
  - Approach to flexible and adaptive programming (this can also be moved into other area if preferred)
- **An outline Monitoring, Evaluation, Reporting and Learning (MERL) strategy** covering both programmes in line with FCDO's programme metrics including quarterly and annual reporting approach and ICF KPI data gathering. This needs to show rigour but not be excessively complicated.
  - **An exit strategy**, with expected shifts in delivery approaches, annual resource allocation and key decision points.
  - **Summary details of consortium experience** in similar projects
  - **A proposed methodology and template/sample documents for agreeing and signing off elements under individual pieces of works**, the delivery timeline and milestones and payments and break review points on individual projects with FCDO e.g. task order approach. This should allow for upfront discussion and agreement with FCDO on work pieces and avoid work being undertaken which is not wanted by FCDO or stakeholders as well as facilitating FCDO and stakeholder input and quality control on outputs. For example, it would be appropriate to ensure there are break points at key decision points e.g. when selecting projects to put before a stakeholder steering committee, municipal council, after cost-benefit analysis and before concept notes are put up within AfDB or before an AfDB board decision or, to other potential DFIs. This is a key part of the adaptive programming. This methodology needs to be kept efficient and proportionate in terms of administration. Examples of what have worked from other similar FCDO programmes here would be welcomed.
  - **A proposal for how payment by outputs/milestones would work** – linked with or part of the above methodology on approving individual pieces of work.
  - A mechanism and process for **quality assurance and validating** (including FCDO and third-party stakeholder sign off) **the delivery of outputs and outcomes** (including for payment) and linking them to the achievement of KPIs.
  - **Practical suggestions of how document management and consultation /approvals with FCDO for work** can be managed in an efficient manner e.g. by using MS Teams.
  - **Resourcing proposal**– how will the use of in country and remote experts, long and short term be used in a way which is efficient and cost effective while also ensuring adequate in person and in country engagement with stakeholders and physical land checks, fact finding and political economy understanding. How will quality assurance, continuity for absences e.g. leave be built in and resilience for departures etc. As described in the Experts section below, there should be shown somewhere the different roles and responsibilities within the plan e.g. by way of a table.
  - **Annexed list of**
    - Core Experts – short term and long term
    - Pool of non core experts in niche areas (see experts section below)



## Key Skills and Team Structure

- 5.19 The Supplier is expected to provide a combination of full-time core team and short-term support (especially short-term experts in specific sectors or areas of expertise). It should clearly set out the process for deploying call-down technical experts as required, including clear city-level focal points for selected cities (if identified in supplier's proposed team structure) and outline how niche expertise will be tailored to the context throughout the contract implementation. We expect the Supplier to retain the Core staff for the duration of the contract. Suppliers are therefore encouraged to propose a delivery model that will maximise programme results and value for money and avoiding over-resourced governance structures.
- 5.20 Any changes to the Core personnel (long term and short term) must be approved by FCDO before any changes to the delivery chain are made. The experience of substitute experts will be evaluated against the same criteria upon which the bid was awarded. FCDO must be notified of any non-core personnel change for long-term experts however approval is not required.
- 5.21 The Supplier or Consortium must demonstrate team structure, skills and expertise in line with the description in the Table 2 below.
- 5.22 Experts need to be available for the full term of the contract except non-core short-term experts. Provision of experts in locations which are in markedly different time zones e.g. US, Australia, Asia are not encouraged where the location could cause a challenge. For example, this is more acceptable for modelling experts but not for the rest of the Core.
- 5.23 For the purposes of scoring, bidders may only submit full CVs for highest number below (others should be submitted as part of the non-core expert pool evaluation). For example, if 4 project managers are planned then only top 3 CVs will be scored – others can be part of the non-core expert pool.
- 5.24 The non-core expertise can be shown by any reasonable method but full page CVs should not be submitted – instead CV summaries, lists or tables should be used. This applies to both long and short-term.
- 5.25 If some of the expertise listed in the non-core is also found in the Core experts instead e.g. the modellers have the GHG expertise then this can be cited again in the Non-Core evidence.

*Table 2 List of Core and Non-Core Experts per Job Family*

Job Family	Skills, expertise and time requirements (covering both JETP and Urban)
Project Leadership (Core)	<p><b>Minimum of 2 management and supervisory resources with 'Advanced' knowledge and experience</b> in They would be the key liaison point with FCDO and GoSA stakeholders as well as responsible for team/consortium supervision for both programmes.</p> <p><i>Must contribute at least 20% to contract hours in project advisory capacity (excluding programme management and governance) and be available (potentially in person) for periodic senior level meetings e.g. with National Treasury or COGTA. Such meetings rarely occur in person more than every 2 months.</i></p> <p><u>Essential Experience</u></p> <ul style="list-style-type: none"> <li>○ Previous experience in leading projects and keeping them on track.</li> <li>○ Public infrastructure project planning, municipal governance and service delivery and execution, and</li> <li>○ Understanding of the demands of the public administration, MDBs and PPPs.</li> </ul>



	<p><u>Desirable Experience</u></p> <ul style="list-style-type: none"> <li>○ Experience in successfully leading large-scale ODA delivery teams.</li> <li>○ Experience in similar projects – infrastructure or complicated economic development projects rather than humanitarian</li> </ul>
Technical Expert ( <b>Core</b> )	<p><i>Full-time (or at least working 15 days/month) Can draw on a pool if sector expertise is preferred.</i></p> <p><b>A. Minimum of 2 project managers</b> to research project viability and support implementation of projects with ability to apply a financial and project management lens</p> <p><u>Essential Experience</u></p> <ul style="list-style-type: none"> <li>○ Public sector infrastructure project delivery familiarity with essentials of contents of a public infrastructure project, including 5 Business case model, cost benefit analysis - even if they cannot themselves construct financial models; procurement and then implementation.</li> <li>○ A good financial and project delivery background. Should have managed several projects from start to finish.</li> <li>○ At least one of these staff should understand development finance institutions, multilaterals and broader development finance and the requirements that DBSA, AFDB, GFI etc. would have for their projects.</li> </ul> <p><u>Preferred/advantageous experience</u></p> <ul style="list-style-type: none"> <li>○ Prince 2 or similar qualifications</li> <li>○ Experience in urban planning, tourism/industrial park and SME projects, municipal service delivery (energy, water and waste),</li> <li>○ Experience with public utility projects</li> <li>○ Experience in developing countries</li> </ul> <p><u>Expected key deliverables</u></p> <ul style="list-style-type: none"> <li>○ Setting up key meetings to meet with stakeholders and local and national government to gather data, assess needs, costs for public and public/private infrastructure projects (e.g. energy, water, waste, roads, public transport, housing). For example, in case of JET projects, the experts will work out upgrading needs and costs and equipment items in energy grid infrastructure and equipment; in case of urban, they will identify technical and strategic links to wider provincial and national initiatives to estimate overall impact (capital cost for investment projects, jobs created) to support prioritization process;</li> <li>○ determining what feasibility studies and environmental impact assessments may be needed and likely timing/duration of these and options for sourcing the funding of these e.g. from central government or development partner project preparation facilities</li> <li>○ Checking and filing and storing documents</li> <li>○ Process design</li> <li>○ assessing whether the private sector funders or management, the public entity or municipality or public body (as relevant) could deliver the project in practice and do initial checks on capacity and integrity.</li> <li>○ looking at options for bringing in private sector to improve service delivery and reduce fiscal burden (in line with NT wishes)</li> <li>○ understanding the SA political context</li> </ul>





- ability to assess execution risk
- understanding the political landscape and anticipating issues or objections raised
- Proactively contacting key stakeholders (especially SA government representatives and stakeholders) to get their opinions, buy in and approvals
- supporting the implementation of projects upon approvals from AFDB at the Board level (JET) and/or other DFIs (Urban) and SA government stakeholders incl. ensuring tenders are progressing by the public appointee, help with queries but also support with ensuring approvals, decisions and permits are happening in the relevant public bodies; and conduct private sector engagement where relevant.
- occasional travel to verify sites, meet with key project stakeholders, visit sites of projects and collate specific information which can't easily be obtained remotely.

### **B. Minimum 2-3 financial structuring experts and financial and economic modellers**

*Part time remotely based is acceptable*

#### Experience required

- Financial modelling and structuring; including both cost benefit and cash flow models; writing 5 case business plans in the relevant sectors, such as infrastructure, tourism, energy, water, waste and small business support;
- understanding of Public Financial and Municipal Financial Management (PFMA and MFMA) rules and cost/benefit analysis for publicly funded projects; knowledge of structuring payment by results arrangements.
- Understanding of structuring project finance e.g. senior debt, non recourse models etc
- Must also have some experience in GHG and carbon modelling (although short term experts can assist with this) and GESI benefits

#### Expected deliverables

- Create the financial models and cost benefit analysis and detail in the Business cases using core data, input on key condition precedents for loans and key payment by results requirements.
- Support to the MDBs and DFIs to help them with project finance financial modelling.

### **C. Minimum 1 -2 Procurement experts**

*Part time remotely based is acceptable*

#### Experience required

- Long experience of designing procurement documents, different sets of tender types (especially works projects), different contracting models such as EPCs and contract types e.g. FIDIC;
- Understanding of public procurement law and where risks lie with potential corruption or tender manipulation or potential for involvement of construction mafia.

#### Expected deliverables

- advice on procurement arrangements and production of procurement documents in line with MDB requirements and/or South African procurement



	<p>laws. Where relevant any templates of relevant bodies would be used and adapted.</p> <p><b>D. Minimum 2 - 3 municipal services and industrial planning experts</b></p> <p><i>Full-time with in-person availability</i></p> <p><u>Experience required</u></p> <ul style="list-style-type: none"> <li>○ Developing and implementing spatial development plans, municipal investment and economic development strategies for complex urban areas in <b>collaboration</b> with public bodies and using participatory planning approaches;</li> <li>○ Extensive experience and knowledge in municipal procurement systems, planning processes (SDF, IDP, SDBIP), and ability to factor in climate and social issues such as GHG reductions, gender equity and economic inclusion.</li> </ul> <p><u>Expected deliverables</u></p> <ul style="list-style-type: none"> <li>○ Reviewing of municipal portfolio of specific sectors and assisting with project pipeline development including financing/investment options for catalytic infrastructure projects;</li> <li>○ Industrial development master plan with bulk services planning, packaging, costing, tendering;</li> <li>○ Assessment and revision of CBD masterplans to streamline infrastructure planning process and develop implementation plan</li> <li>○ Desk-based research and development of private sector partnership models for priority sub-projects</li> </ul> <p><b>E. Minimum 2 Utilities experts (ideally 1 each of water and energy)</b></p> <p><i>Can be part time and some of the requirements can be sourced from non-core experts</i></p> <p><u>Experience required across the 2 experts</u></p> <ul style="list-style-type: none"> <li>○ Experience in designing and implementing utilities procurement projects – both with hard infrastructure (kit) and soft elements (turnarounds, software, monitoring systems)</li> <li>○ Experience with turnaround or performance improvement projects in areas such as non-revenue water, commercial and technical losses in electricity and water e.g. conducting baseline assessments</li> <li>○ Understanding of electricity grids and relevant assets at the distribution level e.g. metering</li> <li>○ Understanding of water – dams, reservoirs, pumping, metering</li> </ul> <p><u>Desirable experience</u></p> <ul style="list-style-type: none"> <li>○ Understanding of transmission and embedded energy</li> </ul>
Monitoring and evaluation and lessons learning and vfm ( <b>Core</b> )	<p><b>F. M&amp;E support – Minimum 1 person</b></p> <p><i>Part Time</i></p> <ul style="list-style-type: none"> <li>○ Ability to design and track monitoring and evaluation and lessons learning</li> </ul>





<p>Programme Management ; Support and Administration ; Ancillary <b>(Core)</b></p>	<p><b>G. Programme Management</b></p> <p><u><b>Essential Experience</b></u> -</p> <ul style="list-style-type: none"> <li>○ Supplier must propose an appropriate programme management team that demonstrates high VfM for this contract and has experience in managing development programmes to FCDO standards,.</li> <li>○ Experience in managing multiple programme activities under single contract;</li> </ul> <p><u><b>Desirable Experience</b></u> -</p> <ul style="list-style-type: none"> <li>○ Working with FCDO country offices and using adaptive programming to structure and implement programme workplans in compliance with the FCDO requirements.</li> </ul>
<p>Technical Expert <b>(Non-Core)</b></p>	<p>The supplier can determine how the expertise is met e.g. one expert may cover several areas or separate experts can be submitted.</p> <ul style="list-style-type: none"> <li>● <b>Specialist sector expertise in areas listed below</b> <ul style="list-style-type: none"> <li>○ water and wastewater, non-revenue water</li> <li>○ renewable energy (solar, wind, waste to energy) and energy efficiency</li> <li>○ industrial parks and logistics hubs, tourism, agro-processing/manufacturing</li> <li>○ transport projects including EVs, buses, railway and metro line refurbishment</li> <li>○ waste and recycling projects</li> <li>○ Green hydrogen, and ports</li> <li>○ affordable housing, roads</li> </ul> </li> <li>● <b>Other specialist expertise</b> <ul style="list-style-type: none"> <li>○ Gender Equity and Social Inclusion Advisor</li> <li>○ Attracting and structuring finance (including climate finance) for infrastructure projects</li> <li>○ Experience in private sector investment, with knowledge of, and experience in structuring public-private partnerships, including issues of risk, foreign exchange management and credit enhancement/guarantee solutions</li> <li>○ Municipal finance and in working with local institutions to structure and aggregate shortlisted urban projects (to make them commercially viable and sustainable).</li> <li>○ Economists with expertise in urban and spatial economics with applied experience in infrastructure planning</li> <li>○ Industrial development and SEZ planning and implementation (including understanding of fiscal and non-fiscal incentives)</li> <li>○ Calculating and cost developmental impacts such as GHG emissions, health and employment and compare between projects</li> <li>○ Working with private sector to deliver service delivery solutions in specific sectors, including designing and procuring turnaround management models and concessions for areas such as energy, waste and water delivery, including structuring bonus arrangements.</li> <li>○ Analysis of sovereign guarantee and risk and credit enhancement arrangements</li> <li>○ Due diligence of transactions, individuals and businesses</li> <li>○ Legal advice</li> <li>○ Preparation of tender documentation and procurement</li> <li>○ Contract management of infrastructure projects, including basic dispute handling</li> <li>○ Advice on land issues, access rights, environmental issues, settlor issues, IFC performance standards</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>○ Social and GESI issues including black empowerment, social value in contracts</li> <li>○ Advice on local content rules in procurement</li> </ul> <p><b>A. For JETP Ad Hoc Advice not already included in the above</b></p> <ul style="list-style-type: none"> <li>○ Economic development expertise e.g. working with SMEs, blended finance, finding finance, promoting SMEs</li> <li>○ Agribusiness (emphasis on commercial farms rather than smallholder farmers)</li> <li>○ Energy systems and markets expertise e.g. on transmission, grid management, distribution, unbundling, grid codes, PPAs, regulatory issues</li> <li>○ Advice on restructuring enterprises to meet black empowerment requirements</li> <li>○ Tax</li> <li>○ Manufacturing and supply chain</li> <li>○ Advice on other incentive design structures</li> </ul>
DESIRABLE CONSORTIUM EXPERTISE	
<ul style="list-style-type: none"> <li>○ Track record of delivering high quality urban planning and infrastructure projects from concept to implementation and build - with an emphasis on addressing spatial inequity, climate vulnerability and emissions and increasing jobs/improving the economic situation and services of residents.</li> <li>○ Evidence of working in politically smart, flexible, responsive and adaptive ways with a range of stakeholders (including informal sector actors) to convert development plans and/ or capacity strengthening into tangible outcomes is essential. Experience and/or knowledge of adopting a systems-based approaches.</li> <li>○ Experience in managing similar development programmes and/or extending or enhancing the scope of existing UK or other partners programming in similar contexts as South Africa, to deliver tangible outcomes.</li> <li>○ Experience in managing milestone-based payment contracts and adaptive programming</li> <li>○ Track record of preparing and implementing climate resilient and socio-economically inclusive infrastructure projects and/or working on similar initiatives that have led to tangible 'investment ready' project pipelines, and build of the projects including specific experience in delivering water and energy infrastructure (at the municipal level in particular but also bulk water projects), utility service improvement projects and employment supporting infrastructure such as industrial parks.</li> <li>○ Contextual knowledge, practical experience of working in South Africa and ability to build strong government relationships.</li> <li>○ Understanding of how to use development evidence of what works/does not, how to monitor and evaluate projects.</li> <li>○ Flexibility and ability to call-down or contact experts with required skills at different stages of programme implementation (planning; project preparation; investment attraction or financing; and project implementation).</li> </ul>	

## 6. Contract Management and Delivery

6.1 The contract consists of 2 phases: **Implementation and Closure.**



- 6.2 The outputs and activities outlined below cover both programmes. The Supplier will be required to provide a joint quarterly and annual report covering overall contract performance (including financial and technical progress) and provide separate sub-reports to cover technical activities under the two programmes. Where opportunities for synergies arise, for instance, under stakeholder mapping, the supplier is encouraged to demonstrate this through an effective, combined reporting approach. Reports should be concise, and use of diagrams, charts, tables and simple mapping tools are encouraged to make them user friendly. The FCDO may set a page limit on reports.
- 6.3 All outputs and activities shall be delivered to meet the programmes' outcomes and impacts outlined under Table 7, Page 35 onwards.
- 6.4 Financial spend data including resources and expenses breakdown against the milestones shall be reported separately for Urban and JET programmes. FCDO shall be able to review supplier's finance management and spend profile against the two programme budgets independent of each other.
- 6.5 Movement from implementation to closure phase will be dependent on FCDO's acceptance of satisfactory performance and progress against the outputs specified in the agreed workplan.
- 6.6 Much of the preparatory work including stakeholder mapping and engagement is already done by FCDO. Therefore, once the contract is awarded the Supplier shall agree wider contract management deliverables (risk register, stakeholder list etc.) and any further revisions to workplans in parallel to commencing the project implementation.
- 6.7 The payment by output plan provided as part of the bid proposal would be refined during early part of the contract.



## **Implementation Phase: 3 years**

*Table 3 Outputs for implementation phase*

<b>Provisional Programme Management Outputs</b>						
<ul style="list-style-type: none"> <li>- Revised working arrangements with GoSA and project governance at municipal level (if required)</li> <li>- Quarterly progress reports (financial and technical)</li> <li>- Draft and final Municipal-level capacity development and project delivery workplan</li> <li>- Lessons-learned reports to be disseminated to GoSA and key stakeholders. These should reflect on JETP, urban and infrastructure trends and priorities emerging from programme delivery.</li> <li>- Contribute as needed to FCDO's review processes, including contributions to Annual Reviews.</li> <li>- MERL reports and evidence products developed in collaboration with FCDO including log frame updates.</li> <li>- Updated risk register and Value for Money evidence report</li> <li>- Timely provision of budget forecasts: indicative annual forecasts with the first expected prior to contract signing; rolling quarterly financial forecasts with accurate information for the forthcoming quarter; invoices; continuous maintenance/tracking of financial records.</li> <li>- Annual independently audited financial account statements and reports on request from FCDO.</li> </ul>						
<b>DETAILED ACTIVITIES AND OUTPUTS DURING THE PROJECT – JETP and URBAN</b>						
<b>A. PIPELINE PREPARATION (subject to individual project needs)</b>						
	<b>Sourcing</b>	<b>Assessing finance worthiness (incl how to implement)</b>	<b>Matchmaking and liaison with Development Partners and SA Authorities and financiers and facilitating approvals</b>	<b>Additional support – financial and practical</b>	<b>Cost Benefit Analysis  Tendering/ procurement</b>	<b>Troubleshooting to enable projects to get to financial close and build/execution</b>
<b><u>Activities</u></b>	Finding new projects including "Concepts without developers" - expanding the long list of JETP projects (focusing on viable and at scale projects, job creating ones and ones nearer coal communities where feasible)	Adding to and updating existing project summary list from prior short-term project (see Annex 1&2 + other PwC deliverables), including <b>categorisation, RAG rating and status</b> .  For new projects under JETP (not assessed by previous short term project) and Urban project list, assess deliverability and financeability for prioritized projects.	Taking existing pipeline lists, project summaries or uncompleted projects to Development Partners to matchmake for investment finance, project preparation and feasibility study support.  Hybrid liaison meetings (online and in person).  Finding potential finance – e.g. from development partners or SME funds.	For <b>sovereign or PPP projects creating relevant Five stage Business case</b> in line with best practice including key Cost benefit analysis, value for money.  Following the principles and practice of entities such as the UK's Infrastructure UK but also	Including payment by results for sovereign loans and private contracts and finding how the two can be linked to de-risk for govt  <b>If requested by the SA entity</b> further procurement advice including production of key procurement documents including	Facilitating finding land, supporting with permit applications by liaison with municipalities and SA authorities and communities.



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	<p>Review municipal portfolios to develop priority project pipeline building on PwC URP report with additional estimation of data on socio-economic benefits, project delivery process (risks, opportunities).</p> <p>For municipalities requiring review of capital portfolios, source bankable quick wins within catalytic/anchor projects.</p> <p>Ideally a representational spread/mix across sectors (e.g. agriculture and Agri processing, industrial, social infrastructure, tourism, services/business process outsourcing, water and energy/circular economy)</p>	<p>Includes some basic due diligence (DD) on project implementers (recognizing that financiers will do full DD). Look at viability of public implementers handling procurement and money</p> <p><b>If a public project</b>, assessing the appropriate form for a tender or PPP and <b>finding/agreeing with the appropriate lead institution</b> to manage procurement and financial requirements e.g. National Treasury, Infrastructure SA, Municipality, AfDB. Gazetting.</p> <p><b>Ensuring financial and procurement management requirements</b> can be met by DD</p> <p>For municipal planning projects, additional support may be required to prepare infrastructure masterplans to guide further sub-projects pipeline for municipalities to take forward for matchmaking and tendering as needed.</p>	<p>This might be delivered by a consultant to the Financing Platform</p> <p>For JETP, primarily focusing on AfDB, BII and PIDG projects, creating shortlists and buckets for public /AfDB finance.</p> <p>Taking views from SA partners Province, National Treasury, JET Project Management Unit and any key line Ministries and financiers – AfDB, PIDG etc.</p> <p>For JETP, the Supplier will be expected to complete or provide all supporting data to complete the AfDB template Project Appraisal Report and annexes which are a pre-requisite for an AfDB loan. Completed examples of these can be found on AfDB's web site <a href="#">here</a> and the template/guidelines will be available to bidders</p> <p><b>For Urban Resilience Programme projects</b> ready to access finance, the supplier will develop funding applications in partnership with project sponsors using appropriate templates.</p>	<p>South Africa's National Treasury guidelines and Public Financial Management rules.</p> <p>For all projects undertaking key research for input costs, pricing and financial modelling (unless done by project sponsors/developers)</p> <p>Finding support for key feasibility studies needed by funders e.g. other grant money, GoSA funds, investor funds and supporting with ToRs for this.</p> <p>Supporting terms of reference for feasibility studies.</p> <p>Consider financial and execution risks e.g. forex, corruption, theft etc</p> <p>Consider credit enhancement methods</p> <p>Consider ways to add social value, increase community and marginalized community engagement, GESI etc</p> <p>Looking at turnaround/concession type approaches to improve service delivery</p>	<p>legal contracts, risk registers, scoring/assessment methodologies.</p> <p>Input and guidance on key points in specific tender for SA partners</p> <p>Developing credit enhancement methods for private projects.</p>	<p>Ensuring compliance with IFC Performance Standards.</p> <p>Facilitating advisers e.g. legal</p> <p>Building out payment by results criteria for MDB contracts</p> <p>Setting up supervisory committees for projects</p> <p>Managing risk registers</p>
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<b><u>Outputs /Deliverable and timing q</u></b>	Set out search methodologies – <b>either in project list or report every quarter</b> with prioritisation, rag rating, status along the “project pathway”, potential finance partners, details on Dev Partner and SA feedback	Report on finance options and deliverability through project summary list (updated and kept on MS teams platform shared with FCDO)  Project roadmaps and prioritization models including sub-project pipelines identifying investment/finance options; supporting high-level masterplan for services roll-out.	As previous column  Plus regular reports on specific projects	<b>Business case, masterplans and supporting documents</b>  Excel cost benefit analysis  Full details of costs of assets and any services being procured and benefits including GHG, health, loss reductions etc  Amendable excel project financial model with full formulae and background Word document and clear sensitivity analyses and assumptions Clear financial flows and revenues.  Analysis on deliverability e.g. which could be the lead entity to run a procurement or manage the money in line with financier requirements  Analysis on potential turn around management type models  Supporting research in the sector or area e.g. if a tourism, agro-processing or industrial park project demand side studies  Reports on improved GESI, ESG, BEE and community compliance	<b>Document setting out appropriate procurement methods</b> e.g. open tender vs negotiated procedures, turnkey project and advice on appropriate contracting terms.  Legal procurement documents (request for proposals, legal contract, risk registers and scoring methodologies).  Advice on research on likely bidders, due diligence requirements, pricing and timing.  <b>Draft timeline for tender</b>  Key training/guidance if necessary for procurement officials	Update via quarterly report or Project summary on any permit or blocking issues and on IFC performance standards and community engagement
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				List of and then reports on how to finance e.g. from development partner pots and procure on feasibility studies  Gantt and planning charts for timetables of projects		
<b>Cross cutting</b>	Summary slide decks for key stakeholders e.g. JET PMU, NT, COGTA, Provincial government etc where relevant for meetings Learning by doing approach incorporating SA officials so far as feasible to build capacity e.g. in NT, COGTA, Municipalities, JET PMU and Province					
<b><u>Sign offs for deliverables</u></b>	FCDO leads with inputs from SA officials as relevant	FCDO leads with inputs from SA officials as relevant	FCDO leads	FCDO leads with input from SA officials and likely financiers for public projects e.g. AFDB	FCDO leads with input from relevant SA officials and financiers for public projects	FCDO leads
<b>B. Ad hoc advice for JETP</b>						
This would be more in line with a typical technical assistance project where a mini-TOR or task order would set out the deliverables themselves and timelines. Deliverables could be policy advice on tax or specific documents such as a grid code, investment analysis or support to specific SMEs – helping with pitch decks or with financial revenue models, market assessments. In case of urban programme, ad-hoc advice on service delivery improvements such as utility losses analysis, waste management etc. may be requested if it is deliverable within budget.						



### **Closure : 3 months (to contract end date)**

6.8 The Supplier should aim for delivery of full and final results 3 months ahead of contract end date. Following this, a responsible close down/exit will be required (3 months minimum) although Suppliers should be prepared to retain flexibility for scale up and expansion after this point if required. This will be reviewed between FCDO and the Supplier during the programme cycle to allow for timely planning and implementation of close-down or extension.

6.9 The Supplier will be expected to share all key technical programme documents and high-quality programme management final reports will be required that include overall programme results, breakdown of costs and delivery, and lessons learned as exemplified in Table 4.

*Table 4 Closure and learning proposed activities and outputs*

Activities	Provisional outputs
<b><u>Technical documentation:</u></b> <b>Evidence products</b> for dissemination. <b>Project documentation and deliverables</b> (service delivery models, infrastructure investment plans, financial, PPP models, contracts) <b>MERL report</b> including value for money assessment and lessons learned. Input into <b>Project Completion Report (PCR)</b> .	<b><u>Programme management:</u></b> - Final Quarterly report - Final Completion report (including details on GESI, Climate and political economy) - Final ToC and completed log frame - Final Financial reports - Final Risk Register - Final Asset Register - Final Delivery Chain Map - All reports generated during the programme - Last Audit Report

6.10 FCDO expects bidders to work with any future FCDO supplier(s) in relation to the two programmes and with national and local governments to ensure smooth handover of and sustainability of activities into the future.

## **Governance and Reporting**

6.11 As noted in Section 2, the two programmes have separate governance structures, and the supplier is responsible for delivering against the objectives and expectations of each programme independently and accountable to both programmes' SROs. The following table provides further information on the internal FCDO governance structure including responsibilities in relation to this contract. This may evolve in future to take into account shared objectives across the two programmes and improve cohesion within BHC ODA portfolio.

Programme	Role	Designation	Responsibilities
<b>Urban Resilience Programme</b>	Senior Responsible Owner	Head of Economic Growth, BHC Pretoria	Strategic oversight of the programme
	Programme Responsible Owner/Advisor	Head of Urban Economic Development, BHC Pretoria	Providing overall direction throughout the programme cycle including quality control and technical assessment.





			Engaging delivery partners, government, communities, and other stakeholders.  Undertaking decisions, in consultation with SRO, to adapt programme scope, budget allocation and amend contracts;
	Programme Manager	Urban and Infrastructure Programme Manager	Day-to-day management of delivery including financial management, supplier reporting, compliance checks, and programme coordination;
<b>Just Energy Transition Programme</b>	Senior Responsible Owner		Strategic oversight of the JETP Programme
	Programme Responsible Owner/Advisor		Supporting the SRO. Either SRO or PRO will perform quality control on deliverables
	Programme Manager		Checks compliance with task orders, payment milestones (after liaising with SRO/PRO) and liaises with the supplier on forecasting, financial management, invoicing and broader risk and compliance issues

6.12 The main contacts for the project will be the PROs for Urban and JETP based in the British High Commission in Pretoria. Supplier will be expected to report to **both leads** to maintain full oversight (commercial and technical) of activities for Urban and JETP strands.

6.13 The main contact for Contract or commercial issues will be the Contract Officer named in the Contract. Any change request from the supplier covering technical aspects of the contract (scope, personnel, task order etc.) shall be directed to Urban and JETP PROs and Contract Officer, irrespective of the programme in question.

6.14 It is recommended that the supplier holds a joint review meeting with Urban and JETP teams for quarterly and annual commercial performance assessments. This may include review of task orders, payments, supplier performance KPIs (as noted under Section 8). This is to ensure that the contract management remains seamless across the two programmes. For ease, the supplier may choose to hold separate quarterly and annual meetings to cover technical progress except where specific cross-programme opportunities need to be raised due to geographical synergies, such as projects in Mpumalanga.

6.15 Table 5 outlines how FCDO's contract with the supplier will be administered and executed over the full contract duration:

Table 5 FCDO Contract Governance Plan

Task	Responsible parties	When (this is guideline only and subject to change based on programme needs)	Lead
Contract Change Request (initiated by FCDO or Supplier)	SROs, PROs, Programme Managers, Contract Officer, Supplier	Minimum 30 working days in advance of date change must be triggered (where possible)	FCDO and/or Supplier
Quarterly review meetings	PROs, Programme Managers, Supplier, (SROs if needed)	Within two working weeks of quarterly report submission	Supplier
Annual review meetings	PROs, Programme Managers, Supplier, (SROs if needed)	Within two working weeks of annual report submission	Supplier
Final Review meeting	SROs, PROs, Programme Managers, Supplier	Within two working weeks of closure report submission	Supplier
Quarterly and annual planning / steering committee meetings	PROs, Supplier, GoSA Representatives	Within 10 working days of quarterly/annual report approval	FCDO (Supplier may be requested to assist with coordination)
Ad-hoc meetings on risks, issues, and scope change/adaptation	PROs, Programme Managers, Supplier	As soon as risks and/or potential scope/task order change is identified	FCDO and/or Supplier

6.16 In addition to the above FCDO-Supplier reporting approach, the following table provides an overview of roles and responsibilities agreed with the Department of Cooperative Governance and SALGA under a joint Memorandum of Agreement for the implementation secondary cities work. For JETP a way of working with both the AFDB steering committee and the JET PMU funding platform will need to be ascertained.

Table 6 FCDO governance arrangement for URP with GoSA

Role	Responsibility	Participant
Programme Leadership	Manage service providers, approve budgets and technical scope, conduct financial audits and reviews; engage cross-programme stakeholders; provide update to GoSA on project and programme as relevant.	FCDO
Project Support and Advisory	Advise FCDO on priorities and project progress; report risks and maintain oversight of delivery by service providers and participating municipalities; facilitate engagements with municipalities and provide information on key government milestones.	Municipal Leads, DCoG and SALGA (National and Provincial)
Programme Implementation	Coordinate with FCDO and GoSA stakeholders to plan and deliver programme activities. Provide programme progress reports to FCDO and participate in programme steering committees organised by FCDO and/or GoSA.	Supplier/Implementing Partner

## MS Teams data portal

6.17 Given the size and volume of the documents and to facilitate approvals and continuous access the Supplier should set up a data portal such as on MS Teams and to give FCDO access to this where



all key documents would be stored on a “live”, draft and final approved basis, including both documents which are deliverables and minutes of key meetings with beneficiaries.

6.18 Messages would then be sent to FCDO when key items for approval are ready. FCDO uses MS Teams and cannot use either drop box or Google docs.

6.19 Supplier will have access to all PwC deliverables on an MS teams folder created by FCDO including any other documents received by FCDO directly which may be valuable for contract delivery.

## Financial Management

6.20 FCDO will utilise a payment by outputs approach whereby payments will be made against agreed milestones, with expenses paid quarterly as incurred.

6.21 The Supplier will be responsible for the effective oversight, management and governance of programme funds, procurement, and spending and ensure compliance with FCDO policies and international best practices in prudent financial management regulations.

6.22 The Supplier will be responsible for aggregating expenditure and forecasts from all downstream suppliers and providing transparent, disaggregated invoices accompanied by a clear and concise narrative to FCDO. The narrative should proactively highlight issues to FCDO to maximise the efficiency of the invoice sign-off process. Invoices should be submitted quarterly or, at agreed payment milestone in arrears, within a maximum of two weeks before the month end. The Supplier should manage downstream suppliers to ensure that this deadline is met.

6.23 The Supplier will provide quarterly, and yearly expenditure forecasts based on resource accounting standards. Forecasting accuracy is a primary metric used by FCDO to assess a programme's performance. The Supplier will be expected to provide annual (April – March) and quarterly forecast one week ahead of the quarter-end, with an accuracy of +/- 5%. The Supplier will notify FCDO immediately if expenditure is expected to exceed this range.

6.24 Annual forecasts must be prepared to reflect FCDO financial reporting expectations such as Official Development Assistant (ODA) targets and other formats as they arise.

6.25 Open book contract management will be required to ensure full transparency of Supplier finances, including any profit margins and Non-Project Attributable Costs associated with the programme.

6.26 **Note:** FCDO programmes are not automatically tax exempt and therefore Suppliers may be liable to pay tax in respective countries of operation. Full tax compliance of individuals is expected.

6.27 Exemptions for tax and customs for importation of purchased equipment/assets must be sought by the supplier from relevant Government authorities. Tax liabilities should therefore be taken into consideration in commercial proposals.

## 7. Monitoring, Evaluation, Reporting and Learning

7.1 Effective MERL is a key element of FCDO programmes. After selection, the Supplier will be required to work with FCDO to support the design and implementation of a robust and comprehensive MERL system, which as a minimum must include:

- **Logical framework indicator reporting.**
- **Monitoring and reporting**
- **Value for Money indicators.**



- Using **beneficiary feedback** to improve programme delivery.
- **Knowledge dissemination** and communication approach.

7.2 The Supplier will ensure that the Key Performance Indicators and Theory of Change for this contract is integrated with the FCDO's logical framework for the two programmes.

7.3 All relevant impact, outcome and output indicators should be disaggregated and tracked in terms of their gender and youth impact, including for women, disability and geographically where possible. Attention to gender and inclusion is critical to ensure compliance with the UK's International (Gender Equality) Act, FCDO strategic commitments and international good practice to meet minimum standards as well as seek to identify opportunities for empowerment and transformative impacts.

7.4 Learning will be a continuous and cross-cutting process throughout implementation. The Supplier will set out how they intend to capture and deliver learning products and processes in their bid and after selection in more detail and how any key lessons will inform programme delivery. This may include, for example, roundtables on specific policy priorities, sharing lessons from work packages (delivered by the TA) and tools that can be scaled up to enhance the quality of technical assistance provided to recipients.

## 8. Commercial Requirements

### Key Performance Indicators

8.1 The KPIs that will be used to assess Supplier performance are provided below.

- Speed of mobilisation: number of selected cities who agree institutional arrangements for the delivery of technical assistance within the first month of the programme. This includes agreement with national and provincial entities who are key stakeholders in selected municipal projects,
- Quality and delivery:
  - Number of municipal projects receiving positive feedback from technical assistance recipients and local stakeholders/beneficiaries
  - Number of milestones delivered within 30 days of original planned date
  - Number of quarterly reports received by contractually agreed date

8.2 These KPIs will be assessed quarterly and annually as per programme reporting requirements however no payment will be attached to these KPIs.

8.3 Payment will be linked to milestones deliverables as provided in the supplier's proposal and any task order or other system agreed during the life of the agreement.

8.4 Additionally, the supplier will also support data gathering for ICF KPIs for the two programmes as described below. Where there are common indicators across the two programmes, these must be reported separately to ensure targets for each are met individually.

Details of the methodology for reporting against ICF KPIs are set out on .gov.uk web site [here](#)

The main KPIs are -

- GHG
- Transformational change
- Private Finance mobilised



- Public finance mobilised
- Number of people made more resilient to climate change (only to be used if major adaptation project)

The time period for reporting in FCDO on ICF KPIs is February each year.

In practice it would make sense to start gathering data for a calendar year (or part thereof in case of first year) and then tidy this up/collate in January. It can then feed into ICF reporting and the two programmes Annual Reviews which are both in March each year.

- 8.5 In addition to the ICF KPIs, the supplier is expected to deliver *towards* and report data for outcomes and output level targets as noted below in JETP and Urban mini-log frames which should be integrated within the supplier's own theory of change/log frame. The targets are indicative based on known risks and assumptions. The supplier should identify appropriate delivery model that can improve the probability for this contract to deliver on these targets within the currently allocated budget and timeframes.

Table 7 Log frame

Mini- log frame for this contract's scope (Outcomes, Intermediate Outcomes and Outputs targets)		
URBAN COMPONENT		
Description	KPI	Notes and Assumptions
<b>Outcome 1</b> - Increased investment in sustainable, socially inclusive, climate resilient economic infrastructure or value-chain projects in selected municipalities/urban regions	Number of jobs created (direct & indirect) including for women, youth, people with disabilities and other vulnerable groups in selected municipalities.	Municipal projects are financially sustainable with increased socio-economic gains for the city region;  Political instability and institutional weaknesses do not significantly impede economic development projects from advancing.
	Value of public and private investments mobilised for climate resilient infrastructure or value chain projects (ICF KPI 11 & KPI 12)	Municipal priorities ensure that projects are designed with climate considerations; Municipal finances are sufficiently stable and de-risked to secure investments; Private sector confidence in local government remains moderate to high.
	Tonnes of GHG Emissions reduced or avoided (KPI 6)	Selected municipal projects have potential for GHG reduction; Municipal policies on supporting infrastructure (not funded by the programme) such as energy, waste does not result in increased net emissions within the project;
<b>Intermediate Outcomes 1</b> - Increased capability within	Capability Score/ Evidence demonstrating increased likelihood of transformational change in municipalities to enable inclusive and climate	Municipalities are capable and willing to participate in project



selected municipalities for project preparation, finance mobilisation and effective service delivery	resilient urban economic development due to programme activities (ICF KPI 15))	preparation process and adopt best practice in wider portfolios;  Political instability and institutional weaknesses do not significantly impede economic development projects from advancing.	
<b>Intermediate Outcomes 2</b> – Institutionalisation of service delivery improvement strategies	Percentage of projects with critical technical outputs approved/ embedded within municipal decision-making processes through strategic endorsement and relevant council approvals or public-private engagement to guarantee project impact	Municipalities are able and willing to participate in project preparation process and adopt best practice in wider portfolios; There is no political interference or corruption surrounding the projects and institutional buy-in is strong at all levels.	
<b>Output 1</b> – Municipal projects advanced through planning and project preparation phase to reach financial close or tendering stage in line with the project scope.	Number of projects progressing in accordance with the workplan	Programme and projects continue to maintain good relationship with municipalities, provincial and national government to secure buy-in through the project lifecycle. Additional sources of funding are secured and not withdrawn at any stage of the project due to external factors such as political instability, poor project documentation and/or municipal finances. Municipal priorities do not change during the programme's life and the selected projects remain high priority. Corruption, financial mismanagement does not create reputation risk for FCDO, programme or the municipalities.	
	<b>Annual Targets</b>		
	<b>12 months (Mid 2025)</b>	<b>24 months (Mid 2026)</b>	<b>36 months (Mid 2027)</b>
	All early /concept stage projects reviewed for financial viability, PPP potential, socio-economic and environmental benefits and secured funding (if not FCDO funded) for part/full project preparation from DBSA, AfDB and other DFIs, MDBs  Urban regeneration projects with completed	At least 80% of municipal projects have secured necessary approvals from relevant public bodies to advance to implementation/finance stage. At least 5 projects have completed Business Cases with prospective private sector and/or DFI partners identified (As relevant)	At least 60% of bankable municipal projects have secured finance commitment for implementation including agreed loan structures and payment arrangements with relevant public bodies  All urban regeneration projects have reached tender conclusion and begun implementation of small-scale infrastructure



	delivery plans and agreed prioritized infrastructure pipeline in consultation with all stakeholders including affected communities	At least 2 projects with tender launched and concluded  At least 2 projects in tendering stage to deliver against full/part Business Case		
JETP COMPONENT				
Date after project start	12 months Mid 2025	24 months Mid 2026	36 months Mid 2027	Notes and Assumptions
Amounts are minimums and cumulative. Targets relate to the work done by the Supplier (rather than prior contractors) but if this Supplier takes a project between stages, then it can “count” that to the target.				
<b>Outcome target 1</b>  ICF KPI Climate Finance Mobilised  [We will need to determine whether we can report this given MDBs may also and there’s a risk of double counting]	[Too early – see the output target below for more info]		\$200m is subject of final agreement	The first selected wastewater and non-revenue water and energy Steering committee projects have a value of over \$200m without including the bulk water dams (which would be over \$1bn but would take much longer for agreements to sign)
<b>Outcome target 2</b>  Jobs being created/incomes sustainably increased  Direct and indirect  Of more than 1 year	[too soon]	500 jobs Of which at least 30% women	2000 jobs and incomes Of which at least 30% women	Jobs and incomes should only be counted once projects have reached financial close. Proportion of women in infrastructure projects e.g. builders likely to be low. Higher in other types of SMEs.  Jobs counted if >1 year
<b>Outcome target 3</b>  Improved infrastructure or services including for the poor	[too soon]	Working on 3 largescale projects e.g. the initial PWC proposed water and energy would count as 2 which will significantly improve infrastructure, services or environment in Mpuamalanga for at least	At least 1 project has or is significantly improving infrastructure, services or environment in Mpuamalanga for at least 20,000 people (including services which have a higher impact on women and girls e.g. energy, water etc	The initial 2 projects of wastewater and bulk water provision would meet this target if implemented





		20,000 people (including services which have a higher impact on women and girls e.g. energy, water et)		
<b>Outcome 4</b>  Improved capacity for project preparation and facilitation within SA government national and subnational structures	Quality of projects being forwarded are improving.  At least 4 municipalities are actively engaging in the detail of project preparation	Greater engagement on and understanding of complex projects such as PPPs and project preparation within at least 4 municipalities and 2 other central SA Government organisations  SA national and subnational organisations found the services provided by the Supplier helpful.  Metric – survey (as part of 18 month review)	At least 4 municipalities and 2 Central Government organisations can run with key parts of project preparation e.g. using Gantt charts, project preparation templates, Cost benefit analysis by themselves where they couldn't previously.  SA national and subnational organisations found the services provided by the Supplier helpful  Metric survey	Assumption is any capacity building is by doing and involving SA national and sub national entities
<b>Output 1</b>  Potential viable projects identified with core details	2 new projects found, at least 1 in the Just sector.  At least 2 projects found which do not have a sponsor but are "concepts" to match with a sponsor	7 projects identified At least 3 in the Just sector  At least 2 unsponsored concept projects matched with a sponsor	10 - at least 8 in the Just sector	There would already be a list of key municipal projects and some other SME projects from the short-term work described in the Annex. So these are additional projects above and beyond those.  Not all would be worked on to a full degree – some can just be forwarded to potential investors e.g. PIDG or BII
<b>Output 2</b>	\$100m of public climate finance	\$200m public climate finance	\$400m public climate finance	This is only tentative commitment via Approvals i.e.





Matchmaking and initial climate finance tentatively committed i.e. matched by Dev Partners (public) or private sector to specific projects worked on by the contractor		\$100m of private climate finance	\$500m of private climate finance	<p>not financial close (which is an Outcome indicator above)</p> <p>Approvals are of key stakeholders e.g. NT Minister, the key element of funder e.g. AFDB or BII Board</p> <p>Unless specifically agreed CIFs ACT projects should not be included within this given this finance is already committed to project types etc</p>
<b>Output 3</b>  Financial models created and/or Cost benefit analysis (for public projects)	2 main projects or 4 subprojects (if a subproject approach is taken)	3 main projects Or 6 subprojects	4 main projects	<p>A main project is say Water or Energy</p> <p>Sub projects are say an individual waste water treatment plants</p>
<b>Output 4</b>  Public project support – tender launches and conclusion	1 public project where key approvals e.g. AFDB board, NT etc concluded and tender being prepared	1 public projects where tender is launched and 1 concluded  1 main project with a Business Case and supporting documents developed and agreed with National Treasury and key SA partners  3 further financial models and analysis completed for PPP or private sector projects	4 public projects where tender launched and 3 concluded  5 projects with a Business case and supporting documents developed and agreed with NT and SA partners	

## Payment by Milestones

- 8.6 Suppliers will be paid quarterly upon completion of milestones as per the contract workplan, based on all identified tasks due for completion in that quarter being completed to the satisfaction of FCDO and/or recipient. Should circumstances beyond the control of the supplier prevent the completion of a milestone, a proportionate payment can be considered for the quarter. FCDO reserves the right to periodically review the payment model to ensure it reflects programme needs.
- 8.7 Suppliers should be aware that the scoring criteria will factor in an assessment of the proposed milestone offer. In their proposal, the supplier should give an indication of the sorts



of deliverables/payment milestones that they anticipate putting in place for implementation, and this will then be refined prior to implementation. Bidders should bear in mind that payment milestones should make a meaningful contribution to delivery of the outputs (reference is made to the above tables), going beyond simply providing reports or activity-based deliverables, and should show contribution to change/impact. In this way, bidders should explicitly justify their chosen balance between short term and long-term results and outline how any proposed milestone or results based framework avoids potential perverse incentives.

- 8.8 There should also be links between the milestone-based payment arrangement and the proposal for arrangements to design specific interventions and agree approvals or sign offs of specific deliverables. Actual expenses, as opposed to staff time, will be paid on a quarterly basis in arrears and are not at risk.

## Programme Closure

- 8.9 The Supplier is required to plan for a three-month closure period at the end of the contract. No new implementation activities will take place in the closure period. The Supplier will undertake the necessary steps to responsibly exit the programme, including handing over existing interventions to local partners, handover of stakeholder contact lists, any key documents e.g. project pipeline lists, Terms of reference or feasibility studies, minutes of key steering committees, finalising financial accounts and drawing down to essential staff. If FCDO has contracted successor programmes, the Supplier (primary and subcontractors) will cooperate fully with the new programme to handover the relationships, knowledge and workstreams developed by URP and JETP.

## Digital

- 8.10 The UK Government defines digital spend as 'any external-facing service provided through the internet to citizens, businesses, civil society or non-governmental organisations.' The Government Digital Services (GDS), on behalf of the Cabinet Office, monitors all digital spend across government and FCDO is required to report all spends and show that what we have approved meets with GDS Digital Service Standard. This applies to any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. The Supplier will discuss with FCDO any digital services or products it intends to develop under this contract, setting out the potential budget assigned to these interventions, any licenses or permissions required and sustainability of investment. Please also see guidance available in Annexure

## UK Aid Branding

- 8.11 Suppliers that receive funding from FCDO must follow UK Aid branding guidelines. See link [here](#) (more detailed packs will also be send to the Supplier after contracting) and use the UK International Development logo on the FCDO funded deliverables to be transparent and acknowledge UK taxpayers' support. The Supplier will acknowledge funding from the UK Government in all communications related to this contract. No publicity of any activities shall be undertaken without the prior written consent of FCDO. To this end the Supplier will discuss the JETP and URP visual identity with FCDO and agree on a visibility statement prior to contract signature



## Duty of Care

- 8.12 The Supplier is responsible for the safety and well-being of their personnel, supply chain members and third parties affected by their activities under this Contract. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 8.13 Suppliers should be familiar with the Duty of Care obligations stated within the Framework Agreement Terms and Conditions.
- 8.14 The Supplier is responsible for ensuring appropriate safety and security briefings for all their personnel working under the Contract including supply chain members. Travel advice is available on the FCDO website, and the Supplier must ensure they (and their personnel) and supply chain members are up to date with the latest positions.
- 8.15 Bidders must develop their proposal on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by FCDO (below). Bidders must confirm in the Tender that:
- 8.16 They fully accept responsibility for Security and Duty of Care.
- 8.17 They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- 8.18 They have the capability to manage their Duty of Care responsibilities throughout the life of the contract
- 8.19 If a bidder is unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, their Tender will be viewed as non-compliant and excluded from further evaluation.

## FCDO Duty of Care assessment for South Africa

South Africa	
OVERALL RATING	4
FCDO travel advice	1
Host nation travel advice	Not available
Transportation	1
Security	4
Civil unrest	4
Violence/crime	4
Terrorism	3
Espionage	Not available
War	1
Hurricane	1
Earthquake	1
Floods	3
Medical Services	1

1 Very low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
			SIGNIFICANTLY GREATER THAN NORMAL RISK	

## 9. Key Contract Information

### Timing and Budget

- 9.1 The contract will run until 31 July 2027 and is subject to review points and extension options set out in detail below.



- 9.2 The budget available for this contract is £9,600,000 (Nine Million Six Hundred Thousand GBP) inclusive of ALL applicable local taxes (exclusive of UK VAT), overheads, travel costs, accommodation, subsistence and training materials for in-country delivery in South Africa. The budget will also be inclusive of the hiring cost of the venues and its refreshment packages (lunch/tea) in the event that such facilities are not provided by SA government). An optional 2-year time extension and cost extension of up to £20m is also included, subject to Business Case addendum and budget approval.
- 9.3 Suppliers should factor into their bids that the annual budget available will be lower in Year 1 of the contract and include an approach for an uplift in spend from Year 2 onwards. Bids should include a business continuity approach if they are required to scale down activities and/or scale-up activities. Alongside these specific contract points, suppliers should include how their activities could intensify or reduce on at least three months' notice. Budgets provided are indicative and subject to change.
- 9.4 The following tables provides a tentative budget forecast for the full contract duration.

*Table 8 Proposed Budget*

	Overall Budget	FY 24/25	FY 25/26	FY 26/27
	£m	£m	£m	£m
<b>Technical assistance for Urban Resilience Programme</b>	5.8	1.50	2.20	2.10
<b>Technical assistance for Just Energy Transition Programme</b>	3.8	1.50	1.20	1.10
<b>Total</b>	<b>9.6</b>	<b>3</b>	<b>3.4</b>	<b>3.2</b>

## Review Point

- 9.5 The contract will be subject to a review by 27 February 2026 ahead of the break point of 31 March 2026. Continuation of the services after this point will be based on satisfactory performance delivery to that point by the supplier or satisfactory progression thereof if the delivery date of an output falls after the 18-month point.

## Scale Up/ Down and Extension Options

- 9.7 FCDO reserves the right to scale up or down the contract based on operational delivery, changes in budget due to cross-HMG Spending Review allocations, procurement regulations and decisions to include funding from other donors.
- 9.8 The Supplier must maintain flexibility in approach, for example adjustments and changes to sectors and geographies, and be able to exit as required and with agreement from FCDO. For example:
- FCDO may scale up the value and scope of the contract should it exceed its objectives or demonstrate the potential to yield better or additional results or if political decisions are made to increase funding. There may also be an option to include funding from Department for Energy



Security and Net Zero (this may also necessitate making it a beneficiary of this contract). There may also be a Business case Addenda. FCDO may do so by increasing the number of regions in which the programmes are operational (constituting a programme scope and value increase/change) or add funding for new components to support further JET, urban and infrastructure programming or by scaling up the number of infrastructure projects supported within the project pipeline work.

- Conversely, FCDO reserves the right to scale down the value and scope of the contract. This may occur for several reasons, including but not limited to:
    - Shortage of funds.
    - Not achieving the results anticipated or weak value for money.
    - A change in the security and/or political circumstances and government stability.
    - Political economy reasons, including corruption or delays in key, necessary government engagement.
- 9.9 The Supplier will commit to being fully prepared if any decision is made to scale up or down the contract. If FCDO were to take the decision to scale up the contract during its entire term (including any extension), discussions at the time will inform the decisions on changes to scope of work and appropriate budgets. In case of scaling down the contract requirements and associated costs will reduce commensurately.

## 10. Compliance Requirements

### Conflict of Interest

- 10.1 Please declare any conflict of interest in your proposal towards this specific programme, and also mention all mitigation actions / measures that was put in place before/during the drafting of the proposal.

### General Data Protection Regulations

- 10.2 Please see Annex 3.

### Gender Sensitivity

- 10.3 All outputs must be sensitive to the conflict environment and gender sensitivity, applying at a minimum the principle of 'do no harm'. The UK sees gender equality and women's rights as central to promoting peace and stability overseas. This project will take into account any gender-related differences; consider its contribution to reducing inequality between persons of different gender; and ensure that the project does no harm to any particular gender group. Gender must be fully integrated across all aspects of the intervention.
- 10.4 Gender expertise must be included across all aspects of the project: in context analysis, understanding, insight, formulation of activity objectives, identification and segmentation of target beneficiaries, strategy, design, delivery, dissemination and amplification, project staffing, methodology, monitoring and evaluation.
- 10.5 Delivered activities should cover both male and female participants and outputs must ensure they are suited to both and take into account the drivers and factors unique to both. In the assessment and evaluation reports, all data must be disaggregated (ideally by age as well as gender), with the impact of planned activity also disaggregated by men and women. If the project undertakes surveys, interviews or beneficiary analysis, the data must be gender disaggregated.



## Value for Money (VfM)

- 10.6 The Supplier will produce a high-quality VfM strategy to determine key VFM considerations, indicators and benchmarks in its bid and explain for its use throughout the contract. The strategy will explain how costs and cost drivers will be captured and monitored over time, using benchmarking from similar programmes where appropriate and how the 5 E's (Economy, Efficiency, Effectiveness, Equity and Cost-Effectiveness) as defined in FCDO's Approach to Value for Money will be achieved. The Supplier will demonstrate competence and capability in ensuring VfM and in managing all downstream partners to deliver VfM. The Supplier will show how value is being measured throughout the programme duration and will seek ways to improve and ensure that VfM lessons learned are applied in 'real-time' and documented in monthly/ quarterly/ annual reporting.

## Risk Management.

- 10.7 The Supplier will also be required to develop a risk management strategy which should include a robust approach to appraising and managing risks. The Supplier is required to develop and maintain a risk register aligned with FCDO's risk management approach building on the risk matrix in Business Cases. The Supplier is required to update the risk register on a quarterly basis in consultation with FCDO and flag any realised risks throughout the course of the programme implementation. The risk register should cover the following categories: strategy and context, policy and programme delivery, public service delivery and operations, people, safeguarding, financial & fiduciary and reputational.

## Delivery chain mapping

- 10.8 FCDO's Competitive tendering processes are designed to test supplier's capability and capacity to ensure that risks are adequately managed and mitigated, and to provide assurances on the successful delivery of the programme. This will include a requirement to provide visibility of the flow of FCDO monies via a delivery chain map. In advance of any release of funds, the Supplier will be required to develop and maintain a delivery chain map and a delivery chain risk map. As a minimum, this will identify all partners (funding and non-funding e.g., legal/contributions in kind) involved in the delivery (ideally down to the end beneficiary) their functions, funding flows (e.g., amount, type) to each delivery partner, high level risks, mitigating measures and management controls.

## Asset management

- 10.9 The Supplier will be required to develop and maintain an asset management plan (including disposal) and asset register in agreement with FCDO. We do not anticipate many assets as part of this project – Suppliers are encouraged to use public transport and ubers for visiting experts and hire cars for occasional trips to Mpumalanga and Provinces. Suppliers are also encouraged to find flexible lease arrangements, exploiting the downturn in the South Africa commercial property market.

## Audit

- 10.10 The Supplier will be expected to submit annual audited financial statements of programme expenditure in relation to milestone payments and expenses in comparison to budgets and programme activities. However, FCDO will commission the third annual audit as part of the mid-term evaluation and carry out an end of programme audit.



## Communications

- 10.11 The Supplier will be required to work in partnership with the FCDO Programme Team and Communications Team, to develop and update a communications plan on a quarterly basis. All public communications that will acknowledge FCDO funding must receive FCDO consent before they can be published and follow the UK Aid branding guidelines.

## Disability

- 10.12 For FCDO disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. The Supplier should outline their approach to disability inclusion and how people with disabilities will be consulted and engaged throughout the programme design phase and across the programme life cycle. The Supplier must demonstrate how it will monitor and evaluate the programmes' impact on gender and disability inclusion including through the collection and monitoring of disaggregated data and through specific log-frame targets.

## Enhanced Due Diligence

- 10.13 The Supplier will be responsible for undertaking enhanced due diligence of all downstream suppliers. This will include verification of the strength of their internal financial and fiduciary risk mitigation systems and procedures, track record of operational effectiveness, safeguarding measures, ownership structures, links to Politically Exposed People, links to terrorist or criminal organisations or illicit financing.

## Fraud

- 10.14 The Supplier (including any Subcontractors) is required to set out their fraud and safeguarding mitigation strategies including internal risk management and reporting systems. FCDO takes a zero-tolerance approach to fraud. The Supplier and subcontractors are required to immediately report all suspicions of fraud to FCDO without delay. The requirement will also be written into partnership agreements with Tier 2 Partners. Reporting should be at the point of suspicion of fraud, not the conclusion of the fraud case. All suppliers, staff and downstream recipients should be made aware of FCDO's counter fraud and whistleblowing hotline. The Supplier should also set up a local whistleblowing mechanism and ensure this is widely communicated.

## Safeguarding

- 10.15 FCDO's approach across all its programming is to 'do no harm' by ensuring that its interventions do not sustain unequal power relations, reinforce social exclusion and predatory institutions, exacerbate conflict, contribute to human rights risks, and/or create or exacerbate resource scarcity, climate change and/or environmental damage, and/or increasing communities' vulnerabilities to shocks and trends. FCDO seeks to ensure interventions do not displace/undermine local capacity or impose long-term financial burdens on partner governments, therefore, require partners to lead and robustly consider environmental and social safeguards through their own processes with a view to meet FCDO's high standards in safeguarding and protection.





## Transparency

- 10.16 FCDO requires Supplier(s) 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 subcontractors, sub-agencies and partners.
- 10.17 It is a contractual requirement for all Supplier(s) 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 FCDO. Further information is available from:  
<http://www.aidtransparency.net/>
- 10.18 In accordance with clause 28.1 of Section 2 of Terms and Conditions, Suppliers shall publish information data to the IATI standard, that relates to a specific activity in a single, common, electronic format for the transparent, accurate, and timely comprehensive publishing of data, on all activities in the delivery chain, in the delivery of development cooperation and humanitarian aid.

## Paris Alignment and Fossil Fuel Financing

- 10.19 The UK has committed to all its bilateral development projects (including ones which do not focus on mitigation of carbon) being aligned to the Paris Climate Treaty. This means that the project should be aligned with the country's NDC which is Paris aligned i.e. compatible with a maximum of 1.5 degree of global warming. It means factoring in the emissions impact of projects – so minimising use of high carbon materials such as concrete, steel or cement.
- 10.20 All projects (including Just ones which do not necessarily focus on mitigation of carbon) will need to be fully aligned with the principles of the Paris Agreement in terms of reducing impact on carbon emissions but also ensure they are resilient to climate change, factoring in the risk of floods which will prevail more frequently in South Africa and inherent water shortage across the country which will become more acute. These issues should be expressly mentioned in the public sector business cases and where appropriate carbon reductions and health impacts flagged. The projects should also follow the IFC Performance principles which include issues relating to settlers' land rights, health and safety and reduction of accidents and work and vehicle accidents which are excessively high in South Africa.
- 10.21 The UK also has a policy which bans ODA or UK support to the financing of fossil fuels which can be seen here, with specific exceptions e.g. coal phase out support.
- 10.22 The Supplier should contact the FCDO if it has any doubt about these issues.



## Annex – 1 Detailed Scope for Urban Resilience Programme and further background

### 1. Summary

- 1.1 FCDO and GoSA initially used provincial and municipal data such as poverty levels; unemployment rate; current GVA; active sectors/industries; housing; governance; political economy; and climate vulnerability to determine broad geographical focus. Additionally, economic and spatial factors such as competitiveness; investment potential; rural-urban linkages; regional dependencies; trade impact; existing UK ODA footprint and technical demand were also considered. Some of this analysis drew evidence from the South African Cities Network publication '[Profiling Intermediate Cities](#)'.
- 1.2 Five provinces were shortlisted based on the level of institutional responsiveness during early demand scoping. Furthermore, against the background of available ODA budget at this stage and a range of risks of delivering TA within certain South African municipalities, it was agreed that up to 10 cities will be supported subject to municipal capacity to continue the projects and receive TA.
- 1.3 After this provincial assessment, a workshop was held with the ICMs in 5 provinces to assess their priorities and technical needs. The municipalities shortlisted responded with valuable feedback on current gaps in technical and institutional capabilities.
- 1.4 Through the municipal and provincial engagement on projects FCDO identified following thematic areas for technical assistance to selected ICMs in line with the programme Business Case –
  - **Integrated area-based development:** operational business models and spatial development strategies for city clusters; land-use planning tools; township and informal economies integration; civic participation tools; community-led development processes; institutional governance models for precinct development and management.
  - **Land and infrastructure investment:** catalytic project identification and preparation; capital finance mapping; project preparation support (post-feasibility study, financial structuring and transaction support); land and property database development; infrastructure investment evaluation; financial modelling.
  - **Economic diversification and alternative sector development:** LED strategies; sector prioritization and growth models (including socio-economic impact modelling); Special Economic Zones (SEZ) beneficiation strategy;
  - **Enhanced service delivery:** cost of service provision (water, waste and electricity); measures to identify and recover non-revenue losses; develop mechanisms for increased revenue generation; alternative service delivery models and improved billing systems;
- 1.5 The municipalities were requested to submit their priority projects covering these themes and capturing municipal-wide mandate. Due to limited information received on the municipal projects with respect to economic, social and environmental impact, strategic support and financial viability, FCDO decided in July 2023 to undertake the TA to these cities in two phases.
- 1.6 Phase -1 entailed project data collection, assessment and evaluation resulting in project pipeline development and prioritisation in each municipality. The results of Phase-1 informed the scope of Phase-2 which involves the multi-year delivery of key outcomes framing the prioritised projects.

### 2. Phase – 1 Outputs

- 2.1 For Phase-1, FCDO appointed PwC on a 6-month contract to conduct further municipal engagement to extract project information, develop a multi-criteria decision tool, and score the projects across a range of factors including project impact, delivery stage and finance requirements. This process commenced in October 2023 in tandem with JETP project pipeline development in Mpumalanga municipalities and concluded in March 2024.



- 2.2 The scoring of municipal projects in Phase -1 resulted in a priority list of 1-2 projects per municipality that scored the highest albeit not necessarily catalytic in driving economic growth. The projects can be broadly grouped into – agro-processing and logistics hubs; tourism master planning and project packaging including PPP advisory; capital infrastructure pipeline development and delivery; industrial development.
- 2.3 Full project list, supporting documents, MCDA tool and initial scoring was provided with this ToR for EME purposes, and final report of this process is provided with the final tender.

### **3. Phase – 2 Scope (for this contract)**

- 3.1 The TA scope for each municipality is provided in the table below. This captures the municipal needs based on PwC review and programme focus based on the evidence available on what works for local economic development. The following sections outlines the range of activities the supplier is expected to undertake expanding upon *Table 3 – outputs*.

#### **3.1 Project Assessment**

- 3.1.1 The supplier will conduct detailed assessment of the priority projects in selected municipalities to gather further information on project status, emerging risks and opportunities, key stakeholders, existing studies, and plans including, financial modelling, socio-economic and environmental impact assessments. Much of this work is already undertaken by PwC in Phase 1, however, additional assessments may be necessary to deliver project preparation support. Where information on socio-economic impact and/or scale of investment/costing is unavailable, the supplier will estimate this for projects where necessary to support Business Case development. The supplier will also screen the projects for PPP suitability.
- 3.1.2 The supplier will also review the projects to identify opportunities where more than one project in a municipality can be combined to increase impact and achieve economies of scale in a sector, beyond what is already articulated in the table below,
- 3.1.3 Based on the information collected, the supplier will draft project workplan with clearly identified milestones for the contract period in alignment with the task orders. This will be a revised version of the broad milestone plan included in the bid proposal.

#### **3.2 Project Delivery Support**

- 3.2.1 For projects requiring project preparation support to reach tendering stage or, financial close, the workplans must map the project cycle covering the full scope of technical assistance clearly identifying end-of-contract targets. These targets may be revised with emerging evidence during contract implementation.
- 3.2.2 For projects suitable for PPP implementation, the supplier will support the municipalities through the preparation phase (business case development and necessary public approvals), tendering and structuring loan agreements (if preparation phase is successful and is not impeded by external risks such as political instability, institutional challenges etc.). These activities must be carried out in consultation with appropriate public entities with dedicated infrastructure advisory support such as GTAC, MISA and provincial treasuries.
- 3.2.3 The supplier will support municipalities to access project preparation funds from other sources (GFI, DBSA, ISA, AfDB) where this could improve project delivery quality and viability.
- 3.2.4 For all projects requiring loan finance, the supplier will assist the municipalities to conduct engagements with relevant DFIs and public sector bodies to secure financial commitments.



- 3.2.5 Project preparation support must be delivered using an approach that strengthens institutional capability to carry out these functions sustainably without TA. This will be measured in line with ICF KPI 15.

### 3.3 Planning and Municipal Service Improvements

- 3.3.1 The supplier will deliver the required masterplans, financial costing and project packaging advisory to relevant municipalities. Supplier will also be responsible for assisting the municipal officials to secure relevant approvals from relevant government departments as well as the municipal council.
- 3.3.2 All deliverables produced for service delivery improvements must be handed over to municipalities through an appropriate institutionalisation approach that embeds the new processes/capabilities within municipal systems. This includes conducting trainings and hands-on workshops with municipal officials when developing business cases.

## 4. Final Project List

- 4.1 Based on PwC report and MCDA assessment, the following table sets out project statements for each municipality. The scores across the many of these projects were low and shall not be taken on face-value to ascertain strong/weak projects because it's relative. The projects listed below draw recommendations from the final report and are based on FCDO's assessment of development opportunities within these municipalities.
- 4.2 In some cases, the project may not appear well-refined as it's based on municipal priorities, which may not always be evidence-based. Where this is the case, the supplier is expected to work with the municipal beneficiaries to develop a minimum viable product that builds and embeds technical skills and delivers good value to the municipality and FCDO.
- 4.3 As noted in the report, only 5 municipalities presented projects that are well-positioned to take forward with programme TA albeit with reservations, whereas in other municipalities further scope refinement is necessary to identify quick wins for catalytic infrastructure and service delivery improvement projects.
- 4.4 As noted in previous sections, FCDO is open to discussing an adaptive approach with the supplier allowing for stronger municipalities to progress towards finance mobilization and implementation whereas weaker municipalities are taken through a gradual process of performance improvements. This may also include consolidating TA to municipalities with similar needs for greater peer-to-peer capacity building and improved delivery efficiency.
- 4.5 Further information on projects listed below and other projects scored can be found in the PwC report.

Well-defined catalytic projects	
Municipality	Project Description
Mbombela, Mpumalanga	<p><i>Tourism infrastructure review and project implementation support</i></p> <p>Review the tourism sector opportunities and risks for Mbombela city region and develop project pipelines to enable increased municipal revenues, improved service delivery and job creation. This may include assessment of public safety infrastructure, waste recycling, water and sanitation management and any other relevant sectors. Activities and deliverables for this project may include –</p> <ul style="list-style-type: none"> <li>• High-level tourism sector scan (key anchors, potential revenue streams, soft and hard infrastructure gaps, socio-economic benefits)</li> <li>• Prioritisation model for tourism development priorities</li> <li>• Broad project pipeline scoping (packaging and costing) and proposed investment plan (development finance, PPP, municipal grants)</li> </ul>



	<ul style="list-style-type: none"> <li>Project preparation and implementation support for 1-2 projects from the pipeline including support for funding mobilisation</li> </ul>
Polokwane, Limpopo	<p><i>Industrial development and project implementation support to grow logistics and agro-processing sector</i></p> <p>Review the pre-feasibility study conducted for the agro-processing and logistics hub proposed by Polokwane municipality and provide recommendations for improving financial viability and environmental impact. Through stakeholder engagement with the municipality, provincial economic development agency and other relevant departments, identify brownfield development opportunities to improve alignment between global best practice on industrial policy and local economic development approach in the municipality. Activities and deliverables for this project may include –</p> <ul style="list-style-type: none"> <li>Capacity building to identify, evaluate, repurpose and manage brownfield sites for industrial development in target sectors, in addition to the review of currently proposed site in the pre-feasibility report.</li> <li>Develop infrastructure masterplan to service identified industrial site including support for project packaging, costing, cost-benefit modelling and investment attraction strategy</li> <li>Support for funding mobilisation through engagements with DTIC, IDC or, other trade industry bodies.</li> </ul>
Mogale City, Gauteng	<p><i>Implementation of Central Business District regeneration plan</i></p> <p>Review the CAPEX project list of Mogale City municipality for CBD regeneration plan including evaluation of socio-economic and environmental impact, spatial integration, financial viability, investment potential, and alternative service delivery opportunities. Activities and deliverables for this project may include -</p> <ul style="list-style-type: none"> <li>Project proposal development and assessment including technical assistance for develop prioritisation models</li> <li>Project preparation and PPP development support where needed, and assistance with funding applications</li> </ul>
Ray Nkonyeni, KwaZulu Natal	<p><i>Implementation of Shelly Beach Uvongo Margate (SBUM) Framework</i></p> <p>Review the framework document to propose implementation plan which assist the municipality to retain, protect and enhance the character, environmental quality, and efficient operation of the SBUM coastal tourism district to both retain and further attract tourism. This project must be delivered in close coordination with the Eastern Seaboard Development team in the KZN province. Activities and deliverables for this project may include –</p> <ul style="list-style-type: none"> <li>Assistance with a site development plan incorporating guidelines for redesigning/widening of regional road access and circulation system, establishing pedestrian walkways, and stormwater; Establishing mixed use high accessibility regional service and commercial facility nodes along the N2; Creating an integrated coastal park; Create and consolidate a mixed-use precinct.</li> <li>Support the planning phase for infrastructure quick wins including securing funding and finance for project preparation and implementation</li> <li>Capacitate the municipality to advance to implementation phase through strategic, coordination and technical support</li> </ul>
Newcastle, KwaZulu Natal	<p><i>Enable investment attraction for Equarand precinct in Newcastle Municipality and flood mitigation support for Boschhoek Weir Dam (27°47'16.1"S 29°53'44.2"E)</i></p> <p>As two spatially distinct areas of focus for the municipality, this project will require a municipal-wide support that builds capacity for investment attraction and climate adaptation using pilot sites of Equarand Precinct and Boschoek Dam. Main objective for the project will be to increase technical skills in relevant departments to engage private sector for mixed-use development, design land lease and performance-based payment structures which improve socio-economic benefits and</p>





	<p>de-risk investments, and leverage nature-based solutions for improving environmental conditions in Newcastle.</p> <ul style="list-style-type: none"> <li>Review the Equarand Precinct development plan for PPP and investor assessment and support the municipality with investment attraction and retention strategy (incl. securing infrastructure services to key plots).</li> <li>Sustainable management of natural assets in and around Boschoek Weir Dam for socio-economic returns;</li> </ul>
<b>Projects with further investigation need (data collection and TA scope refinement)</b>	
Emfuleni, Gauteng	<p><i>Inner-city CBD regeneration of Vereeniging</i></p> <p>The CBD revitalisation programme is proposed as a catalytic project within the District Development Model. This mixed-use development intervention will require reliable bulk services to be financially viable and provide sustainable jobs and growth for Emfuleni. Due to extensive service delivery challenges in the municipality, the technical support will involve the assessment of the CBD project pipeline for infrastructure quick wins (water, roads, waste and sanitation, housing etc.) and assist the municipality and other relevant public bodies to advance critical infrastructure roll-out using area-based development model.</p>
Thulamela, Limpopo	<p><i>Review of University Town spatial development model to drive economic activity in Thulamela</i></p> <p>This project requires extensive buy-in and resources from the University of Venda. The early-stage assistance would involve estimating the projected impact of a University Town on municipal services and urban infrastructure and recommendations to guide project pipeline development to future-proof Thulamela Local Municipality.</p>
Alfred Duma, KwaZulu Natal	<p><i>Tourism assets development and infrastructure upgrading for increased municipal revenues and financial sustainability</i></p> <p>The municipality demonstrates a few governance risks however there is strong council support for tourism development. To ensure the programme support delivers good VfM while meeting the municipal needs, the technical assistance will encompass support to review existing tourism assets (hard infrastructure and natural resources) and assist the municipality to undertaken prioritisation and planning exercise to identify low-risk, high-impact infrastructure upgrades in energy, water, waste and sanitation sectors. Some of these projects can then be advanced through project preparation, funding mobilisation and tendering stage (as needed) for implementation.</p>
Mthatha, Eastern Cape	<p><i>Sustainable tourism development in Coffee Bay area (Eastern Seaboard Development node)</i></p> <p>This is recognised as a key development node as part of Eastern Seaboard Development. The municipal proposed included infrastructure and LED interventions. The technical assistance will focus on conducting a spatial, environmental and economic review of the target area, propose a tourism development and implementation plan including short-term project pipeline funded by public and/or private sector. At least one of these projects should be advanced through project preparation support. This project must be delivered in close consultation with provincial team for Eastern Seaboard Development.</p>
<b>Further portfolio review for TA scoping subject to demand</b>	
Steve Tshwete, Mpumalanga	Engage infrastructure portfolio leads to understand technical gaps and agree technical assistance plan



## Annex 1A Other Ongoing Urban Resilience Programme Activities (For information purposes only)

Implementing Partner	Project Scope	Key GoSA Stakeholders
Sustainable Livelihoods Foundation, South Africa	Provide technical assistance to 20 projects in 5 metropolitan townships (more info <a href="#">here</a> ) and two secondary cities to address – <ol style="list-style-type: none"> <li>1. Housing and property</li> <li>2. Social and Community Infrastructure</li> <li>3. Urban Management</li> <li>4. Spatial Integration</li> <li>5. Nodal Development</li> <li>6. Enterprise Development</li> <li>7. Policy and Strategy</li> </ol>	National Treasury Cities Support Programme and Metros – eThekweni, Cape Town, Nelson Mandela Bay, Tshwane and Ekurhuleni  Short-term support to secondary cities – Polokwane and Mbombela
Human Sciences Research Council, South Africa	Build public sector capability for mining, distribution, accessibility and analysis of anonymised and spatialised economic activity data to be employed by metros for policy and planning. SEAD-SA platform accessible <a href="#">here</a>	National Treasury Cities Support Programme, SARS, Stats SA and Metros
Open Cities Lab, South Africa	Provide technical assistance to City of Cape Town and eThekweni city region to deliver. <ol style="list-style-type: none"> <li>1. KZN/eThekweni Data Strategy through use case approach</li> <li>2. Decision optimisation, capabilities and analytics support to Cape Town for Data Strategy implementation</li> <li>3. International best practice exchange on Data governance, ethics and innovation</li> </ol>	City of Cape Town eThekweni Municipality
PwC	Short-term support for Sector Prioritisation Modelling for the City of Cape Town (Energy, Water and Sanitation sectors)	City of Cape Town
ALIGN	Land-based Investment Governance Guidelines to support Just Transition	Mpumalanga





## Annex 2 – More background on the JETP Project

The Supplier should become very familiar with both the JET Investment Plan and the JET Implementation Plan (links above). Neither however contain detailed investment projects, hence this project.

### Sector review

The **energy generation sector** is now highly devolved to the private sector who have over 66GW of wind and solar projects in development and do not need development partner support in project development. There is other development partner support to municipalities to help them procure embedded energy – with the caveat and challenge of their payment difficulties, with modalities such as using municipal wheeling with Eskom paying IPPs – potentially out of Escrow accounts.

**Tenders for transmission projects** to be built and operated by the private sector on an Independent Transmission Project or concession basis are likely to be launched within the next 12-18 months. Other development partners have offered support to the new Ministry of Electricity e.g. Commercial legal advice, tendering etc, but there is a chance of a niche or small role for the Supplier – although the UK BII subsidiary, Gridworks is likely to take the fore in this area.

Eskom is also likely to undertake some tenders for its own transmission projects but does not seemingly require support here.

The **green hydrogen sector** is nascent although some very large-scale projects e.g. the UK's Hive project and Germany's Enertrag projects have reached financial close with multi-billion projects to develop GH2 and green ammonia for export. Germany and the Netherlands have extensive support here and there is some UK advice on a pipeline across SA.

There is potentially more scope for PPPs in green hydrogen around the ports.

**The road to rail sector** needs a lot of support as and when key obstacles and issues with State Owned Enterprise Transnet (which has suffered from mismanagement) are addressed – especially if there is scope to concession or tender out individual Transnet or PRASA lines for maintenance and operation.

**EV charging infrastructure** is mostly being developed via private funding (with companies such as Gridcars and Zero carbon charge) - with some support where there are large public buses. The development of an EV arrangement for minibus taxis is essential but complex due to their informal nature and low tax compliance.

**The Just project space** - there is a significant need to develop projects in the Just space which will deliver on that part of the Implementation Plan, especially on additional jobs for those in the coal mining areas. The Project Management Unit (PMU) of the JET, which reports to SA Government, has geographically restricted "Just" projects to Mpumalanga Province for the time being, where 86% of the coal related jobs are and which has a high unemployment rate. There is a strong push to "frontload" Just work.

While South Africa has good plans and National Treasury allocates finance for infrastructure, funding is often unspent, and plans are often not delivered on. There is a particular challenge in South Africa of getting infrastructure to build stage. This applies also to Public Private Partnerships. Aside from a few shining examples e.g. Gautrain, there are relatively few PPPs and the extensive capital and appetite of the South Africa financial markets (both banking and capital markets and pension funds) are not sufficiently exploited. Infra SA was set up to partly address this issue and has received training from Infrastructure UK. The Development Bank of South Africa has significant experience in PPPs – albeit often outside of South Africa in its work across the wider continent. Municipalities are small by



international standards and lack sufficient capacity and experience in infrastructure and SME/economic development project delivery and have mixed audit reports. Therefore, they require considerable support from planning stage to get from a vague paper concept to project delivery.

#### **Details on the prior project undertaken by PWC on JETP**

All 13 municipalities were asked to complete a template of project proposals. 7 did so and submitted at total of 73 projects. In addition, PWC/FCDO approached the Mpumalanga Province, national authorities such as the Department of Water and Sanitation (DWS), Infrastructure SA (Infra SA), South Africa National Roads Authority (SANRAL) and South Africa National Parks (SANParks) and some business associations. Most of the proposals were too small but some were large enough when grouped together to form 5 buckets or packages of projects– Water, Energy Distribution, Employment (manufacturing and tourism and road maintenance for tourism and for employee movement) and then 2 which were deprioritised - Maputo Trade Corridor support and Energy Efficient Housing. PWC will work 2 of the projects selected into more detailed proposals including cost benefit analysis and details of who could implement and tender for the projects – bearing in mind the need for lead authorities handling money to meet AFDB financial requirements (accounting, financial controls and reporting) and those handling procurements to meet their procurement and contracting requirements.

The remainder of the long list of projects is being passed to the Funding Platform being run by the JET PMU (see the Implementation Plan for more details).

The long list of projects, the PWC slide deck and the summary document and the readout from JET Steering committee and any subsequent key documents will be made available to all bidders to level the playing field.



## **Annex 2A - Previous and Other TA work related to Just**

We have set out below other pieces of technical assistance on project preparation for JET. The idea is that this tender work would build on those projects. There have been considerable number of desk-based studies but less work in the field to develop projects, especially less work to make infrastructure and economic development projects bankable.

### **UK short term work**

#### **UKPACT work**

#### **Sector studies - Pathways for Job Resilience work, work with Mpumalanga Green Cluster, NBI Pathways, TIPs strategies**

CSIR did some largely desk-based research on sectors for business development in Mpumalanga which could be made available to selected bidders e.g. work on use of fly ash from coal plants.

The Mpumalanga Green Cluster/Green Cape did some market intelligence reports between 2020 and 2023 which are published [here](#) including on sustainable agriculture [here](#) and waste here and water [here](#)

The Mpumalanga Green Cluster also has a project to support SMEs with finance.

TIPs work [here](#) which cover some Just Transition sector analysis but the Economic data [here](#) is probably the most useful

UKPACT – work commencing on procurement documentation for municipalities to procure embedded energy

Support to second tier universities on energy

Analysis of export costs for green hydrogen

UKPACT is planning to support some of the private sector projects identified by the South African Industrial Development Corporation ([IDC](#) -link) with business advisory and feasibility studies. The development partner will need to deconflict itself from these projects, which is part of the purpose behind the approval approach below.

JET - UK support to Energy Council on its Energy Transition Roadmap including analysis of format of a market

### **UK - Municipal engagement piece**

An earlier piece of technical assistance work valued at £98k was tendered by FCDO and awarded to PWC via a short-term framework contract until end March 2023 to work with municipalities create a prioritized summary list of pipeline projects in the Just space in Mpumalanga Province only and to work up 2 projects to an investable stage. This project was developed after meeting with the municipalities in Mpumalanga with the help of Cooperative Governance and Transitional Affairs (COGTA) and the South African Local Government Association ([SALGA](#)). It was agreed that the municipalities will identify



relevant projects in the “Just” areas listed above and complete a template document in the form in the Annex to send to COGTA for consideration by the Development Partners. Then the Supplier would help complete any missing elements in the template and provide a list of projects and liaise with developer partners to find financiers and where appropriate further grant.

As explained above as well as the long list (which will be made available to bidders), 5 buckets were identified and then 3 were shortlisted and 2 were selected for further work (Water and Energy distribution). This short list will be available to bidders along with the PWC slide deck presented to development partners and any other key documents.

PWC has a joint MS Teams with FCDO – the documents from this e.g. minutes of meetings with key stakeholders can be transferred to any incoming bidder.

### **UK - Agricultural and SME private sector projects**

In addition Technoserve has been contracted via FCDO until end March 2024 to scope out some agricultural projects in Mpumalanga Province and BCG has been contracted until end March 2024 to work with investment funds to identify their investment criteria in the JET and Just space BCG has identified approximately 40 long list companies and 15 more investable companies that it has supported with pitch packs and financial viability. The aim is now to address the financing gap for these companies that are high risk and low ticket size so not attractive for classic DFIs.

With the exception of Technoserve and some potential work by USAID contractors taking over the SME support, contracts are not expected to be renewed and the idea is to use this tender to pick up the work from these to take the work from these earlier contracts further, as well as find new projects and get more projects to investment stage.

### **Other development partner relevant projects in the jobs/income and economic diversification space**

These include:-

**Germany’s GIZ Just SA programme** which is working with SME development in Mpumalanga, including a research secondee to the Mpumalanga Green Cluster agency see [here](#)

**Netherlands** scoping out investments (including but not limited to agriculture) for Dutch investors and FMO to support, especially in Mpumalanga but more broadly

**AFDB and World Bank** support to entrepreneurship in Mpumalanga

**CIFs ACT** plans around ESCO (Energy service companies) which are not yet developed plus support to SMEs. See [here](#) for copy of the full CIF ACT investment plan.

**GEAP supported work** to fund BCG to support Eskom to find job creating projects close to coal plants e.g. solar geyser manufacture, fly ash beneficiation

**World Bank** Komati work on Just projects e.g. agrivoltaics, solar geyser manufacture etc .

**AFD (France) – Economic Diversification in Steve Tshwete Municipality, Mpumalanga** – study [here](#) Page 12 of this contains a useful “gap” analysis and then it continues to industrial park, agri incubation hub, steel proposals etc



This also contains a useful summary of socio-economic situation, legislation and systems around local economic development and planning in South Africa.

**Germany** – climate friendly and energy efficient urban development

**Switzerland** – **PINK** procurement support to National Treasury

- **INC** capacity building fund for municipalities

**Switzerland Cities Support Programme**

**UNIDO Eco Industrial Parks programme**

**EU Get.Invest project**

**USAID Invest** - fund run by Cygnum Partners to mobilise finance for clean energy in South Africa and JET Invest programme for energy run by Deloitte.

Various projects in the skills and training area including by GIZ.

The FCDO would make appropriate connections to the above projects to help acquire learnings and lessons.

Genesis analysis December 2023 for PCC employment strategy of key sectors for employment generation in Mpuamalanga. Copy available on request.

There are also several programmes working specifically on Energy and Green Hydrogen investments including SAGEN, SAEP and a new US ESA energy programme about to start led by Chemonics

The plan is to draw on their work – see their web site for the Energy distribution element of the AFDB loan etc

Denmark is also supporting NERSA (regulator), Nekom in the Presidency and DMRE (energy planning)

Several countries are looking to support on the private sector transmission side (IFC and WB PPP units, US Commercial Law Development Programme).

Business in SA is supporting work in the Presidency (Nekom) in the area of energy distribution and in the Water Partnership office on bringing private sector elements to improve service delivery, reduce losses etc Similarly on Transnet performance improvement.



## Annex 3 Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

The completed schedule must be agreed formally as part of the contract with FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

Description	Details
<b>Identity of the Controller and Processor for each Category of Data Subject</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract:</p> <p><b>FCDO is the Controller and the Supplier is the Processor</b> in accordance with Clause 33 (Section 2 of the contract) of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• personal identifiers (name, date of birth, age, gender, employment details, telephone numbers),</li> <li>• online identifiers (images, email addresses),</li> <li>• biometric data,</li> <li>• economic and financial data,</li> <li>• ID documents.</li> </ul>
<b>Subject matter of the processing</b>	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to FCDO
<b>Duration of the processing</b>	July 2024 – July 2027
<b>Nature and purposes of the processing</b>	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction and erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of the processing is to utilise the data to design more contextual technical assistance programme.</p>
<b>Type of Personal Data [and Special Categories of Personal Data]</b>	The types of personal data include personal identifiers (name, date of birth, age, gender, employment details, telephone numbers), online identifiers (images, email addresses), biometric data, economic and financial data and ID documents.
<b>Plan for return and destruction of the data once processing complete</b>	<b>(UNLESS requirement under EU or European member state law to preserve that type of data)</b>



Foreign, Commonwealth  
& Development Office

**Annex B**

**SCHEDULE OF PRICES**

1. It is a requirement that all invoices are presented in the format of the payment basis, and in the case of Fees and Expenses only those categories defined are separately identified. Only one invoice per period, as defined in the Framework Agreement Terms and Conditions of Section 2, Clause 22, should be submitted.

2. Milestone Payments

The amount to be paid for the completion of the services is fixed at £9,600,000.

3. Payment will be made on satisfactory performance of the services, at the payment points defined below (schedule of payments):

(i) at relevant points throughout the contract period.

At each payment point set criteria will be defined as part of the schedule of payments. Payment will be made if the criteria are met to the satisfaction of FCDO.

Schedule of Payments: Payments will be made in line with the criteria outlined within the Terms of Reference, linked to the payment profile in Tab 4.0 of the cost template.