



Section 1 – Form of Contract

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2018
Reference Number:	CPG/2350/2018
Call-Off Title:	Zimbabwe Accountability and Citizen Engagement programme - ZIMACE
Call-Off Reference:	ECM_4874; ITT_5312

This Call-Off Contract is made between the Secretary of State for Foreign, Commonwealth and Development Affairs represented by the Foreign, Commonwealth & Development Office, acting as part of the Crown ("the Authority"),

and

DAI Global UK Limited ("the Supplier") having his main or registered office at 3rd Floor Block C, Westside, London Road, Apsley, Hertfordshire, HP3 9TD

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:

For the Authority:

By:

Full Name: REDACTED

REDACTED

Position held on behalf of Supplier:

REDACTED

REDACTED

Date:

Date:

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

Framework Agreement with:	DAI Global UK Limited
Company Number:	01858644
Sub-Contractors/Consortia:	Not applicable
Company Number:	
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2018
Framework Agreement Number:	CPG/2350/2018
Call-off Contract For:	Zimbabwe Accountability and Citizen Engagement programme – ZIMACE
Contract Number:	ECM_4874; ITT_5312

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Section 2 – Call-Off Terms & Conditions

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1. The above mentioned Framework Agreement.

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

2. Your proposal of 28/11/2022.

2.1. The Authority requires DAI Global UK Ltd (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

3.1. The Supplier shall start the Services no later than 27th February 2023 (“the Start Date”) and Services shall be completed by 27th May 2027 (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

4. Recipient

4.1. The Authority requires the Supplier to provide the Services to Zimbabwean citizens and institutions (“the Recipient”).

5. Financial Limit

5.1. Payments under this Call-off Contract shall not exceed £16,000,000 (sixteen million pounds) (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Commercial Cost Template \(Annex 2\)](#).

5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number and Purchase Order number.

5.3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

6. Milestone Payments and Charges

6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.

6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Commercial Cost Template. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Fixed Price

7.1. Where the Parties have agreed in the Commercial Cost Template (Annex 2) that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Commercial Cost Template, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

8. Time and Material

8.1. Where the Parties have agreed in the Commercial Cost Template (Annex 2) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Commercial Cost Template;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Commercial Cost Template;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Commercial Cost Template, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

9. Officials

9.1. The Authority Project/Contract Officer is as follows:

Title:	Name:	Contact Number:	Email Address:
Senior Responsible Officer	REDACTED	REDACTED	REDACTED
Contract Manager	REDACTED	REDACTED	REDACTED
Commercial Officer	REDACTED		REDACTED

10. Key Personnel

10.1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

Title:	Name:	Contact Number:	Email Address:
Team Leader	REDACTED	REDACTED	REDACTED
Contract Delivery Director	REDACTED	REDACTED	REDACTED
Transition Director	REDACTED	REDACTED	REDACTED
Programme Manager	REDACTED	REDACTED	REDACTED

11. Monitoring and Contract Performance Reports

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

12. Duty of Care

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty’s Government accepts no responsibility for the health, safety and security of individuals or property.

12.2. Unless otherwise agreed, 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 the Authority in

respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

- 12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off 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.
- 12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#).

13. Third Party Rights for Sub-Contractors

- 13.1. The Supplier shall ensure that all Sub-Contracts contain provisions to the effect of “in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

14. Call-off Contract Signature

- 14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

15. Destruction and deletion of Authority Data and Confidential Information

- 15.1. Pursuant to:
 - Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
 - Clause 29 (Confidentiality);The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

16. Special Terms & Conditions

- 16.1. After the Programme Manager staffing change agreed with FCDO immediately prior to contract award, FCDO reserves the right to review the Programme Manager position 6 months after contract start date.

**Annex 1 – Statement of Requirements and
Supplier’s Tender** [REDACTED]

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1. Introduction

- 1.1. This Statement of Requirement (“SOR”) sets out The Foreign, Commonwealth and Development Office (“FCDO”) requirements for ZIMACE (the “project”).
- 1.2. This SOR should be read in conjunction with the Invitation to Tender; CSSF Framework Agreement and sample Call-Off Contract.
- 1.3. FCDO requires the services of a Supplier to provide the management, administration and delivery of the major component of the Zimbabwe Accountability and Citizen Engagement (ZIMACE) programme. The ZIMACE programme follows on from the previous FCDO funded TRACE programme.
- 1.4. The services required, include the establishment of a project office, recruitment and retention of appropriate personnel and the acquisition of goods, equipment and services as required in country to deliver the contract. The Supplier will provide technical support and advisory services and manage downstream partnerships with a range of Zimbabwean organisations, either named in the Supplier’s tender and/or selected in the Inception Phase.
- 1.5. An indicative budget of up to £16.0m, exclusive of UK VAT but inclusive of all local taxes, is available for this contract, from date of award to 31 March 2027.

2. Objectives and Background

- 2.1. The objective of the ZIMACE contract is to help strengthen effective civic action to claim and defend constitutional rights as set out in the 2013 Constitution, through supporting Zimbabweans to:
 - obtain the basic documentation necessary to benefit from humanitarian assistance, access education and economic opportunities and to vote.
 - be more active and effective in holding authorities to account for the use of resources, including on their climate change and nature commitments.
 - participate in democratic processes, including promoting media freedoms and credible elections.
 - influence shifts in laws, policies and organisational practices enhance gender equality and the rights of women and girls.
 - benefit from a strong civil society able to constructively influence law-making, policy formulation and implementation.
- 2.2. The programme design is shaped by HMG priorities; analysis of where FCDO programming has had impact in Zimbabwe (and similar settings); what is feasible in the current context; and what other international partners are supporting.
- 2.3. ZIMACE will aim to protect human rights and promote transparent, accountable governance, reflecting the UK’s longstanding commitment, as well as the UK’s Africa Strategy and Integrated Review priorities. The programme aims also to build on past learning about what works in the contexts like Zimbabwe, taking into account interests, incentives and pressures at different points in the electoral cycle. (Please refer to the “Summary of the TRACE Programme Completion Review” at Annex E for more information about the learning from TRACE).

2.3.1. Investments in environmental rights transparency and accountability have been explicitly included in the programme to reflect UK climate priorities and Zimbabwean government’s announcements on low carbon development pathways. The UK has a strong track record of supporting civil society engagement with government environment and biodiversity issues. There is a significant opportunity to deepen civil society capacity, help strengthen coalitions, and lobby for better regulation, notably in national parks and other protected areas. All spend under this contract on climate and nature will need to reflect criteria for International Climate Financing (ICF). (The relevant ICF information will be shared with the Supplier as needed).

3. Recipients and beneficiaries

3.1. The recipient of this service will ultimately be Zimbabwean citizens and institutions.

4. Scope of work required

4.1. Scope of the Call-Off Contract (“contract”): FCDO require that the Supplier deliver a series of targeted Workstreams. For the duration of the contract, FCDO will assess delivery of the workstreams on the basis of the following:

- a clear methodology for analysing the context in Zimbabwe and identifying programmatic interventions that are feasible, appropriately ambitious, technically sound, good value for money and wherever possible innovative;
- an enhanced detailed theory of change (with sub-theories) is developed and agreed with FCDO to guide the programme;
- a detailed logframe is agreed with FCDO to effectively track and measure progress and results;
- a clear and transparent process for managing programme activities delivered by Named Partners and Downstream Grant Partners;
- a clear breakdown of proposed costs against each output, including ringfenced allocations for Downstream Grant Partners;
- a strong team leader, core team, and pool of technical experts;
- a clear governance structure for decision making and accountability;
- a robust engagement plan with relevant stakeholders;
- a detailed risk management plan.

4.2. The FCDO will pay the Supplier based on satisfactory delivery of the Programme Deliverables (see Annex C) and the agreed Key Performance Indicators (see Annex B).

4.3. Programme results areas:

- i) Impact: strengthened norms of participation, accountability and respect for human rights in Zimbabwe.
- ii) Outcome: Effective civic action to claim and defend constitutional rights.
- iii) Intermediary Outcomes¹
 - Zimbabweans obtain the basic documentation necessary to benefit from humanitarian assistance, as well as to exercise their rights to education, economic opportunity and the vote.

¹ ZIMACE will invest in an additional intermediary/contributing outcome that “Zimbabwean authorities are more constrained from committing HR violations” through a direct grant to a civil society consortium.

- Authorities are held to account for the use of resources, including on their climate change and nature commitments.
- The quality of democratic processes is improved, including media freedoms and credible elections.
- Institutional shifts in laws, policies and organisational practices enhance gender equality and the rights of women and girls.
- Civil society organisations sustain evidence-based advocacy impacts on law-making, policy formulation and implementation”.

iv) Workstreams²

- Workstream 1: People lacking basic documentation (notably birth certificates and national IDs) are more able to obtain them.
- Workstream 2: Climate Change - Zimbabweans build coalitions that are more evidence-based and active in holding authorities to account for the use of resources, including on climate change and nature commitments.
- Workstream 3: Prioritised interventions enhance media freedom, credible elections and the quality of democratic processes.
- Workstream 4: Women's rights organisations, movements and institutions are stronger, more sustainable and active together in influencing laws, policies and organisational practices to enhance gender equality and the rights of women and girls.

Intermediary outcome 5 will be delivered across all four Workstreams. The Supplier will have proposed in their Tender how this will be achieved and final details will be further elaborated and agreed in the Inception Phase.

Workstream 1: Citizen's Rights

The UK government is committed to supporting citizen's rights across the world. Expanding citizen access to basic documentation can support poverty reduction efforts and enable citizens to access humanitarian support, increase their economic opportunities and play an active role in democratic processes.

Illustrative indicators for the Programme logframe result areas are outlined below:

- effectiveness of advocacy to simplify requirements improve provision of accessible services;
- expansion of civil registry capacity;
- influencing of social and cultural norms affecting service-seeking;
- building of citizen awareness of requirements and how to access services;
- number of Zimbabweans assisted to obtain basic documentation (birth certificates and/or IDs) each year of the contract.

Workstream 2: Climate Change

The UK Government prioritises that growth should be clean, green and sustainable. This is part of our commitment to deliver for the planet and deliver on the agreements made at COP26. The ZIMACE contract will contribute to efforts that conserve and restore nature; support adaptation and resilience to climate change and help accelerate the transition to more climate-resilient, low carbon, and environmentally sustainable economies.

In line with International Climate Finance (ICF) criteria, the Supplier shall drive transformational change toward a low carbon and climate resilient future by ensuring improved transparency and accountability of Zimbabwe's climate change priorities and commitments (e.g. at COP26). The Supplier's contribution to such change will be implementing initiatives that qualify under the ICF KPIs, for example, facilitating institutional and policy change (ICF KPI 15)³. The Supplier is required to provide ICF reporting of ICF results in March for each year of the contract.

Illustrative indicators for the Programme logframe result areas are outlined below:

² These have been aligned with FCDO global strategies, handrails and input sector codes.

³ Transformational Change is 'change which catalyses further changes', enabling either, a shift from one state to another (e.g. from conventional to lower carbon or more climate-resilient patterns of development), or faster change (e.g. speeding up progress on cutting the rate of deforestation). It can entail a range of simultaneous transformations to political power, social relations, decision-making processes, equitable markets and technology.

- increased effectiveness of efforts to protect biodiversity and strengthen environmental policy and administrative management;
- improvements to the evidence-base on current and future threats to biodiversity;
- improved analysis of laws, policies, budget allocations, actual budget expenditures; improved capabilities to hold authorities to account; stronger coalitions collaborating to influence government policies and practices.

Workstream 3: Democratic Processes

The UK government is committed to supporting open societies and democratic processes across the world. This includes support to open and accountable governance, the media and civil society and efforts to strengthen democracy and accountability and reduce corruption.

Illustrative indicators for the Programme logframe result areas are outlined below:

- strengthened electoral processes and coordination of elections support;
- enhanced media capacity and freedom;
- improved budget scrutiny and exposure of corruption, stronger evidence base;
- improvements in audit, revenue and PFM reforms.

Workstream 4 – Women and Girls

Women and girls are more than ever at the heart of the UK’s foreign and development policy. Women’s empowerment and leadership will therefore be a key results area for the ZIMACE contract. This means both (i) empowering individual women and girls to make their own choices, building access to information (including rights and how to obtain accountability) and (ii) effecting *collective* action to influence power structures that underpin gender inequality and social exclusion.

Illustrative indicators for the Programme logframe result areas are outlined below:

- increased evidence-based advocacy and influence on laws and policies;
- strengthened alliances and networks, coordination, collaboration;
- improvements in capability and performance of downstream partners.

All Workstreams

In addition to the explicit focus on women and girls under Workstream 4, the Results Framework for the programme and contract shall also measure how women and girls will be empowered (including as current and future leaders) across each workstream (intermediary outcome and output).

The Results Framework will be expected to incorporate the conclusions of the Supplier’s examination into cultural perceptions, economic barriers and other factors that affect women and men in terms of their influence and capacity to engage, and to act individually or collectively. The Results Framework will be required to describe:

1. How it will incorporate gender and disability analysis prior to, at an early stage of, and/or on a recurring basis.
2. How it will capitalise on the unique contributions of women and men to protecting rights.
3. The planned interventions that will ensure that men and women share more equitable participation and decision-making and drive women’s empowerment.
4. How it will track the differential gender impacts across all activities.

Disaggregated data will be required as an essential part of understanding equity at a beneficiary level.

Results reporting will also comply with disability-related stipulations set out below.

In line with FCDO’s Leave No-One behind priority, contract implementation must also mainstream attention to people with disabilities (PWDs) across all workstreams. At a minimum, the Supplier must ensure Disability Measurement and Monitoring using at least, but not limited to the [short set of Washington Group Disability Questions](#), following the key guidelines for administering the WG data collection tools. The Supplier will assist any Named Partners (i.e. an organisation included on its bid) or Downstream Grant Partners (i.e. a not-for-profit organisation selected *after* contract award) in the application of this approach and provide quality assurance.

The Supplier will deliver at national and the agreed sub-national levels, with a tailored approach to each target sub-national area ensuring a “one size fits all” approach is not taken. Some generic

activities will be delivered in all targeted areas; whilst some selective interventions and/or activities will only be delivered in specific areas.

FCDO reserves the right to specify geographic focus within the lifetime of the contract. The Supplier shall ensure that the spread of interventions achieves maximum impact and value for money.

Workstream outputs will be developed further and aligned with appropriate Key Performance Indicators during the Inception Phase of the programme.

4.4. Phases of delivery

4.4.1. The contract will be delivered in three (3) phases. Each phase shall be dependent upon the success of the previous phase and will comprise of the following:

4.4.2. Inception Phase: The Supplier shall deliver the following key milestones in the Inception Phase. The expected reporting requirements are set out in Annex A:

4.4.2.1. Within 2 months after contract signature:

- Core/named staff have signed contracts and are in place in an established programme headquarters in Harare.
- Inception work plan completed by Supplier and endorsed by FCDO [or revised based on comments from FCDO]
- Value for Money (VfM) Assessment Approach (VAA) proposed by Supplier to FCDO for subsequent application to the agreed work plan and assessment process for onwards grants. Note: The VAA can be reviewed and adjusted by mutual agreement with the FCDO at any time during the lifespan of the contract.
- Grantee solicitation process and criteria finalised with FCDO team, and launched.
- Robust financial forecasting finalised with FCDO team for period until 31 March 2023, plus best estimate for FY23-24 envelope.

4.4.2.2. Within 4 months after signature:

- Work plan progress summary (5-6 pages) provided by Supplier to FCDO.
- Priority grantee proposals agreed between Supplier and FCDO based on the agreed VfM Assessment approach.
- Due diligence and vetting duly completed by Supplier on preferred/selected Downstream Grant Partners.
- Updated versions of VfM assessment approach (VAA) framework for next 6 months provided by Supplier to satisfaction of FCDO.

4.4.2.3. Within 7 months after signature:

- Financial forecasting shared and agreed with FCDO for the subsequent 12 months covering all foreseeable expenditures.
- Timely delivery of Inception Phase progress report (within 4 months of contract signature) in line with the reporting guidance in Annex A , to be approved by FCDO as satisfactory within two weeks of report submission;
- Briefing document on lessons learned and proposed adaptations (after first six months of Inception Phase delivery experience) provided by Supplier and endorsed by FCDO team;
- Finalised Scope of Work (i.e. what the contract will deliver) for contract lifetime, with a detailed Work Plan for year 1 of Implementation, and an outline for the rest of the contract lifetime. This should be done for national level and each targeted sub-national province; in consultation with relevant stakeholders; following analysis of the needs (in line with implementation phase requirements) and ensuring the work is complementary to other development partners.

- Assessment approach paper provided to FCDO by the Supplier that sets out the performance monitoring approach across tier 2 and 3 partners: i.e. (i) to account for spend⁴, (ii) to illuminate ToC progress, informing understanding of VfM as both individual parts and a coherent whole and (iii) to maximise linkages with other FCDO-funded programmes, including humanitarian/resilience, economic governance, social development (including on gender-based violence) and climate.
- Updated logframe and targets for year 1 of the programme (building on what was submitted as part of the tender) and submit these to FCDO for comment / agreement.
- Evaluative briefing paper provided to FCDO by the Supplier on processes to preparation of baselines and evaluation questions (e.g. covering areas of progress, sticking points, ways forward etc.).
- One Political Economy Analysis drafted and revised on a topic to be mutually agreed with FCDO team during the inception period, drawing on sharing and learning sessions with relevant experts and FCDO staff.
- Online Knowledge Hub set up for digital sharing of briefings, analyses and presentations, facilitating easy but secure access to learning and evidence for ZIMACE partners. This will need to be password protected. Other organisations not supported by ZIMACE could be given access to this knowledge hub subject to the mutual agreement of the Supplier and FCDO.
- Risk management approach is updated, notably to set out on any adjustments or investments that should be made to navigate risks arising from new laws, policies and procedures and any other election-related risks.

4.4.3. Implementation Phase: Also known as the Delivery Phase, this will be the period in which the detailed activities and Outputs agreed in the workplan during the Inception Phase will be delivered by the Supplier.

- ZIMACE will be a context-driven and flexible programme. It is envisaged that the outputs and intermediary outcomes may be adjusted during inception and implementation. Activities towards these goals will be identified, agreed and implemented throughout the life of the contract.
- The Supplier will be directly responsible for the delivery of the individual but intrinsically linked activities commissioned via the work plan and assessment notes (2-3 pages approximately) for proposed onwards grants, to be mutually agreed during the Inception Phase and thereafter kept under review and adjusted as required.
- To assess contract performance, the FCDO will also monitor the quality of the collaborations by the Supplier on the oversight and reporting requirements (section 5.2 and Annex A).

4.4.4. Exit Phase: An Exit Plan will be developed by the Supplier and agreed with FCDO prior to the final 3 months of the contract.

4.4.4.1. The agreed plan will be implemented in the final 3 months of the programme.

4.4.4.2. The Exit Plan will detail arrangements for a sustainable transition of all funded activities, an asset disposal plan and exit or handover strategies for each intervention, including for multiple linked interventions that will require a consolidated or coordinated exit. The Supplier will effectively manage the disposal of the assets as per the agreed disposal plan to be completed before the closure date.

⁴ The Supplier will need to track what partners have actually achieved relative to their original quotation (if a subcontractor) or original proposal (if they are a grantee)

4.4.4.3. The implementation of the Exit plan will be reviewed monthly with FCDO's Senior Responsible Owner during the last 3 months in accordance with the Results Framework and Monitoring, Reporting, Evaluation and Learning (MREL) requirements described in sections 7 and 8 of this SOR.

4.5. Delivery locations

4.5.1. The Services will be delivered in Zimbabwe, but more particularly as described in paragraph 5.7 - Skills and Competencies Requirements – Required Team Structure.

4.6. Timeframe

4.6.1. The Term of the Call-Off Contract is expected to run until 31 March 2027.

4.6.2. The contract will include the option to extend for up to a maximum of 24 months at the sole discretion of the Authority. Any change to the timescale and/or budget will be agreed in writing with the Supplier and will be accompanied by an updated workplan, delivery schedule and payment schedule.

4.7. Type of contract

4.7.1. The contract will be activity driven, with payments made against Milestones, Technical Assistance and Programme Activities delivered via Named Partners and Downstream Grant Partners. Programme Activities will be based on FCDO approved workplans generated around the Workstreams detailed in the Tender, updated during the Inception Phase and thereafter kept under review and adjusted as required.

5. Supplier's responsibilities

5.1. All Phases

5.1.1. The Supplier shall deliver services to the Authority in accordance with the requirements described in section 4 (Scope), 5 (Supplier's responsibilities) and 6 (Outputs and Deliverables) of this SOR and as otherwise agreed in project workplans or Contract Variations.

5.1.2. The Supplier shall engage, coordinate and communicate as set out below:

- 5.1.2.1. Maintain engagement with the Authority and the Project team;
- 5.1.2.2. Maintain engagement with the key stakeholders/beneficiaries in each country, co-ordinating with locally employed and HMG Programme staff at Post;
- 5.1.2.3. Manage stakeholder expectations regarding the Project's duration, explaining the fixed period nature of the Project;
- 5.1.2.4. Keep a register of engagements and supply the FCDO project team with the minutes of key engagement meetings or correspondences; and
- 5.1.2.5. Advise on the design and support delivery of the Project's external communications, including but not limited to producing and implementing a strategic communications strategy (in conjunction with the Project lead); and being responsive to ad-hoc communications related enquiries from the Project team.

5.1.3. The Supplier shall provide activity, project and contract management as set out below:

- 5.1.3.1. All documentation Deliverables/Outputs must be produced in Microsoft Office compatible format unless otherwise agreed;
- 5.1.3.2. Manage projects and programmes according to current industry best practice including managing risks and issues; and
- 5.1.3.3. Provide any and all reports as set out in section 8 (MREL), 11 (Financial Management) and Annex A (Reporting Requirements) of this SOR and as agreed from time to time in the Project workplan and the Results Framework.

5.2. Governance and Oversight Requirements

5.2.1. The Supplier is required to assume full responsibility for contract delivery and results, under oversight and approval supervision of the FCDO Programme Team, which comprises the SRO, PRO, Governance Advisor and Programme Manager.

5.2.2. The Team Leader will meet with the FCDO Programme Team every month for regular updates and coordination with other ZIMACE delivery partners.

5.2.3. The Supplier's core team and FCDO programme team will meet as the Programme Steering Committee on a semi-annual (six monthly) basis. The objective of the Steering Committee is to ensure the coherence and effectiveness of operations; discuss achievements, challenges and risks; address any challenges and issues. They will be joined by other ZIMACE partners of FCDO and any other Supplier staff/partners as needed.

5.2.4. A Management Board will meet at least once every year to consider the completed Annual Review and other annual reporting. The Supplier will be represented by the Team Leader, accompanied by the Core Team (as needed). The FCDO Development Director and other ZIMACE delivery partners will also attend. The Management Board will steer the programme, providing oversight of delivery and risk management. If particularly worrying risks or other concerns arise, the Board will meet ad hoc to provide guidance.

5.2.5. The main contacts for the contract will be the SRO, PRO and Programme Manager based in the British Embassy in Harare.

5.3. Resourcing requirements – Programme Management Services

5.3.1. The Supplier Core Team will provide the the right mix of people of appropriately skilled personnel, infrastructure and design systems to ensure the successful day to day management and the delivery of the contract, throughout the Term of the Call-Off Contract including:

- identification, development and implementation of contract activities.
- engagement and collaboration with stakeholders.
- financial management, accounting, and reporting (see Reporting Requirements at Annex A)
- facilitation of programme oversight and coordination (with FCDO and others)
- effective management of downstream partners including related due diligence, risk management, internal monitoring, logistics and administrative duties.
- efficient and effective delivery of technical advice and support.

- 5.3.2. The Supplier shall provide technical support and advice to the programme as required, to ensure the maximum programme impact, outcome and outputs for each of the 5 (five) Workstreams.
- 5.3.3. The Supplier shall be responsible for all Named Partners and Downstream Grant Partners and will carry out due diligence on them before signing any agreements and follow-up, as appropriate to manage risk.
- 5.3.4. The Supplier shall ensure the maximum possible complementarity between ZIMACE Named Partners and Downstream Grant Partners initiatives with those initiatives funded by other Development Partners (DPs), notably USAID, the EU and Sweden.
- 5.3.5. The Supplier shall coordinate closely with other FCDO implementing partners funded to deliver ZIMACE including the INGO-led Human Rights consortium project agreed by FCDO in July 2022 and any direct partners for election cycle support.
- 5.3.6. The Supplier must be prepared to work flexibly if required and respond quickly to unforeseen or changing requirements of the programme. If the Supplier is unable to meet a new request or change in agreed Deliverables from the Authority using the contracted personnel, the Supplier must have in place cost effective and efficient processes for sourcing and/or sub-contracting the necessary expertise in order to meet these requests in a timely manner.
- 5.4. Skills and competencies requirements – Required Team Structure
- 5.4.1. The Supplier shall provide appropriately skilled personnel to deliver quality services to ensure that all programme resources contribute efficiently and effectively to the programme impact, outcome and outputs. This shall include high quality technical advice, oversight and support of downstream partners delivered under within the following structure:
- A Core Team based in Harare and one or two sub-national teams (e.g. in Bulawayo, Mutare and/or Masvingo) on a needs basis. A sub-national team can be run by the Supplier and/or partly, or wholly staffed by a Named Partner identified in the Supplier's Tender, or by Downstream Grant Partners.
 - Technical support and advice on a call-off basis as agreed with FCDO.
- 5.4.2. The Core Team will include, at a minimum, the following key positions:
- A Team Leader (TL) responsible for the whole spectrum of contract delivery and the principal point of contact for the FCDO.
 - A Finance Manager, who is also a grants management specialist.
 - An Operations Manager/Senior coordinator/deputy TL (e.g. overseeing progress on intermediary outcome #5).
 - A Technical Lead for each Workstream area. A Technical Lead officer can be a senior staff member of a Named Partner stated in the bid (optional).
 - A Monitoring, Reporting, Evaluation and Learning (MREL) specialist.
- 5.4.3. The Core Team, led by the TL, will be responsible for the operational management, performance and delivery of the ZIMACE contract including technical quality, budget; financial and fiduciary risk management; contracting and management of downstream partners; ongoing monitoring, lesson learning and dissemination; procurement, and logistics and administration.
- 5.4.4. Core team members and the approximate number of days that each will dedicate to the programme each year will be as indicated in the Tender Response (in both the technical

response and commercial proposal) and cannot be changed without approval in writing from the FCDO.

- 5.4.5. The Tender Response (in both the technical narrative and budget sections) will also specify any individuals who will work more than 30 days a year on the contract based outside of Zimbabwe and explain their roles.
- 5.4.6. Any change of the TL will require a formal contract amendment via FCDO's Programme Delivery Team. Changes to other core team members require FCDO Senior Responsible Owner (SRO) written approval.
- 5.4.7. The sub-national team(s) will be based in a location where they can most easily cover selected sub-national provinces and districts targeted for contract implementation and must include a lead who will be the key information source on specific sub-national issues. Sub-national team(s) will work with stakeholders, including FCDO and other development partners (where appropriate) to identify activities that contribute to the delivery of the programme outcomes/outputs at sub-national levels. These teams will play the leading role in the implementation of the activities within the wider team.
- 5.4.8. The Supplier shall draw down technical support from a pool of experts to meet the demands of the ZIMACE staff and consultants, as per the workplan pre-agreed with FCDO (including for inception work). Experts may be based in Zimbabwe, the region or further afield, and assigned on a long or short-term basis.
- 5.5. Coordination and Collaboration
- 5.5.1. The successful delivery of the ZIMACE contract will require collaboration and coordination across various dimensions:
- the outputs and intermediary outcome areas within the contract,
 - other delivery mechanisms of the overall ZIMACE programme,
 - related FCDO funded programmes outside the portfolio such as health, education and economic development
 - relevant initiatives supported by other development partners and,
 - associated efforts of the Government of Zimbabwe, including selected priorities under the National Development Strategy.
- 5.5.2. FCDO places significant value on how synergies and greater value for money is achieved through mutually consistent, coordinated and collaborative approaches to implementation across these different channels.
- 5.5.3. As outlined under the Governance and Oversight Requirements and paragraph 5.5.1 above, it will be important for the ZIMACE Supplier to ensure linkages with other parts of the FCDO and other donor portfolios. The following are particularly of note:
- i. Close collaboration on human rights with the Human Rights Consortium.
 - ii. Close coordination of human rights, climate/environment, media and accountability interventions with the ZIMACE civil society consortia and related initiatives supported by others, in particular USAID, EU and Sweden.
 - iii. Increasing service seeking and access to basic documentation should work closely with the Registrar General's office, within the FCDO funding rules in place.
 - iv. Support to election preparations should be closely coordinated with the programmes of others, in particular the US, EU, and UNDP.
 - v. The production of political economy analysis will be steered by the FCDO, taking into account BEH's interests in its key programming areas (currently health, education, climate change resilience). PEA work will be presented to BEH and,

subject to mutual agreement with the Supplier, discussed with other stakeholders, as appropriate.

- vi. Close collaboration will be expected with a third-party evaluation service provider, if one is established for ZIMACE (contracted separately).

5.5.4. The ZIMACE Supplier shall ensure linkages with other FCDO-funded programmes, including humanitarian/resilience, economic governance, social development (including on gender-based violence) and climate. For example:

- i. Technical support on leadership and governance, budgeting and planning; civil society advocacy should draw from lessons from comparable programmes, including those funded by other DPs.
- ii. Support to civil society advocacy and accountability efforts on service delivery should draw from, and engage closely with FCDO's health, education WASH programming.
- iii. Support to public financial management should draw information from the ZEST programme, with its main component implemented by the World Bank, notably on open budgeting and scrutiny by the Auditor General of Zimbabwe.

5.6. Social Value

5.6.1. The Supplier needs to ensure that money spent on buying goods and services benefits society more widely as well as delivering value for money. The Social Value Act requires contracting authorities to consider how the services being procured might improve the economic, social and environmental well-being of the relevant area. The Supplier needs to show evidence of their values so that their actions in society are rightly recognised and rewarded.

5.6.2. The Social Value Model published on gov.uk alongside Procurement Policy Note 06/20 'Taking account of social value in the award of central government contracts' sets out the requirements that Central government organisations should use to take account of the additional social benefits that can be achieved in the delivery of its contracts, using policy outcomes aligned with this Government's priorities.

5.6.3. FCDO has determined that the Social Value theme for the contract shall be "working with local communities to enhance citizen's wellbeing", with the policy outcome being "improvement in community integration.

5.6.4. More specifically, the ZIMACE programme requires that the Supplier ensures that partners incorporate gender equality and incentivise women's empowerment in all facets of their operations. It will:

- Increase access to information for women and other traditionally marginalised groups, such as those speaking minority languages;⁵
- Strengthen the capacity of individuals and partner organisations and staff within them to conduct and integrate gender analysis into programming;
- Empower women to increase their representation in public, private, and social institutions and to lead advocacy that holds authorities to account for gender-responsiveness in public policy, for example on water and sanitation;
- Address the multiple and intersecting identities of women, including their gender identities, sexual orientations, or disabilities, that may limit their leadership opportunities. Implementation partners will also be expected to shift public narratives and attitudes about the value of women's leadership; and

⁵ Minority groups in Zimbabwe are marginalised and suffer human rights violations from the state, despite the provisions of the 2013 constitution, such as on minority languages in public schools. Thanks to efforts supported through TRACE, many linguistic minorities (Tonga, Shangaan, Venda, Chichewa) received official government messaging on Covid-19 in their own vernacular languages for the first time

- Complement FCDO and other donor programmes on tackling gender-based violence and on humanitarian, water and health to ensure that SGBV issues and risks are addressed.

5.6.5. The ZIMACE programme also requires that the Supplier will uphold the rights and needs of Persons with Disabilities by proactively including them at all levels of implementation – with PwDs not just featuring as participants but also as stakeholders, staff and volunteers. ZIMACE will continue with disability dimensions in data collection, analysis and monitoring and evaluation, so as to track progress in social inclusion. To the extent possible, partners will be expected to hold meetings at accessible venues and be sensitive to disability in any materials produced. The Leave No One Behind analysis for TRACE that will be done by April 2022 and will feed into ZIMACE's focus (and reporting) on driving inclusion.

5.6.6. The Reporting Metrics will be agreed with the Supplier during the Inception Phase through the Results Framework.

Other requirements

5.7. Quality Assurance

5.7.1. The Authority expects that the Supplier will have robust quality assurance processes in place to ensure the quality and effectiveness of the services to be delivered.

5.8. Risk Management

5.8.1. The Tender shall include a robust assessment of the key risks, detail their approach to risk management and how they propose to manage and mitigate risks for the duration of the contract. This will be revisited and reflected on and updated regularly throughout project implementation. The Supplier shall be proactive in identifying risks or threats to programme delivery.

5.8.2. The Supplier should consider how they will adapt and respond to changes in context and any potential alterations to the project.

5.8.3. The Supplier will be required to identify financial and programme risks in order to undertake necessary mitigation actions. Any risk mitigations should be agreed in consultation with the Authority.

5.9. Gender sensitivity

5.9.1. As noted above, the Authority views 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 (including through appropriate consultations with traditionally marginalised people); and ensure that the project does no harm to any particular gender group. Beyond this minimum of GESI sensitivity, the approach should also be gender transformative in line with intermediary outcome and workstream purpose set out above.

5.10. Disability

5.10.1. The UK is keen to maintain a focus on disability in its programmes. We take a rights-based approach to disability inclusion in line with the United Nations Convention on the Rights of Persons with Disabilities. This recognises that disability results from the

interaction between persons with impairments and the society around them. It is caused by attitudinal and environmental barriers that hinder the full and effective participation in society on an equal basis with others.

5.11. Conflict sensitivity

5.11.1. The Authority requires the Supplier to take a robust approach to conflict sensitivity. This includes going beyond 'do no harm' principles to include maximising opportunities for positive effect on peacebuilding and conflict dynamics, such as improved community relations and enhanced mediation, and good governance

5.12. Duty of Care

5.12.1. The Supplier is responsible for the safety and well-being of their Personnel and any Third Parties delivering activities under this Call-Off Contract. The Supplier is responsible for the appropriate security arrangements and documentation required for in-country personnel. The Supplier shall also be responsible for the provision of suitable security arrangements for their domestic and business property. The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that all Personnel register and receive briefing as outlined above. Travel advice is also available on the FCDO website and the Supplier must ensure all Personnel are briefed and up to date with the latest position.

5.12.2. The Supplier shall:

- fully accept responsibility for security and Duty of Care;
- understand the potential risks and have the knowledge and experience to develop an effective risk mitigation plan;
- have capability to manage their Duty of Care responsibilities throughout the life of the contract;
- confirm completion of an initial assessment of potential risks;
- prepare a risk management plan;
- ensure that all staff are appropriately trained (including specialist training where required) before they are deployed, and again as necessary;
- establish an appropriate mechanism to monitor risk on a on-going basis;
- ensure that staff are provided with and have access to suitable equipment;
- establish appropriate systems to manage an emergency/incident if one arises.

5.13. Counter-Terrorism legislation

5.13.1. Terrorism is a serious threat and given the countries the Authority operates in there is an increasing risk that the Authority resources could be diverted for use by terrorist organisations or for terrorist activity. The Authority is responsible for protecting its funds from diversion to these organisations. The Authority, along with our partners, have to comply with domestic and international law.

5.13.2. The Terrorism Act 2000 enables proscription of certain terrorist groups and makes it illegal to provide material assistance and support to individuals or groups knowing or having reasonable cause to suspect it will or may be used for terrorist purposes. This includes fund-raising, use and possession of money or other property and funding arrangements.

5.13.3. The Authority takes its own responsibility for protecting its funds from diversion to a proscribed organisation seriously and expects its partners to do the same. In line with UK legislation, throughout this project legal responsibility lies with the Supplier who must undertake the appropriate checks to ensure it is not inadvertently funding or providing

humanitarian goods to terrorist organisations. The Authority therefore expects all suppliers to demonstrate an awareness and policies to ensure compliance with UK counter-terrorism legislation.

5.14. Cyber Security

- 5.14.1. The project and its delivery partners are likely to be the target of cyber-attack during the life of the project.
- 5.14.2. The Supplier must ensure that every effort is made to provide the project with effective cyber security provision. All IT must have up-to-date encryption installed, and its make/type should be specified in the proposal. The method of communication between the Supplier and the Authority will be confirmed once the contract has been awarded, and may include an end-to-end encrypted email service.

5.15. Asset Management

- 5.15.1. The Supplier will need to set out how they will maintain, control and report on any assets purchased with project funds, mitigating against theft, damage or loss. An asset management plan should be developed if assets exist and/or created within the delivery plan for this programme. The Authority will then determine how the assets are disposed of at the end of the programme as part of the closure activities. All assets will be disposed of in a way that represents best value for money with a clear record of decision making, including approval by the Authority's project SRO and in accordance with relevant legislation on asset disposal.

5.16. Safeguarding

- 5.16.1. The Authority's aim across all its programming is to avoid doing harm by ensuring that their 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. The Authority seeks to ensure their 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 its own processes and to live up to the high standards in safeguarding and protection which the Authority requires.
- 5.16.2. All organisations that work with or come into contact with children should have safeguarding policies and procedures to ensure that every child, regardless of their age, gender, religion or ethnicity, can be protected from harm.
- 5.16.3. Protection from violence, exploitation, and abuse through involvement, directly or indirectly, with FCDO programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
- 5.16.4. The organisation/consortium is responsible for ensuring that there are appropriate policies and procedures in place to expressly prohibit sexual exploitation and abuse and to receive and address reports of such acts.

5.17. General Data Protection Regulation (GDPR)

5.17.1. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Annex F and the standard clause 33 in section 2 of the contract.

6. Outputs

- 6.1. The Supplier will be responsible for ensuring activities, including through the Work Plans of downstream partners, deliver the agreed ZIMACE contract outputs and contribute to intermediary outcomes.
- 6.2. The Supplier will ensure that all planned activities are responsive to the evolving context and reprioritised as necessary to ensure result and value for money. This flexible and adaptive approach may also require adjustments to the Theory of Change as assumptions are tested and lessons learned. The adjustments will be agreed on a regular basis through a mutual review process between the FCDO and Supplier, notably the six monthly programme Steering Committee meeting. .
- 6.3. The Supplier will submit for approval to FCDO a detailed annual workplan (discussed with the Project Team on a monthly basis and reviewed at the Steering Committee every six months). This process will update the proposed strategic approach with adjustments to workplans, partnerships and technical approaches, based on analysis of the context and lessons learned. The Management Board will review annual reporting once a year, unless FCDO deems an *ad hoc* meeting to be necessary.
- 6.4. FCDO will review the workplan and will provide feedback or recommend changes. On written approval of the workplan by the FCDO SRO or Programme Responsible Owner (PRO), the Supplier's core team will finalise the budget and resourcing requirements. The workplan should normally be discussed at the semi-annual Programme Board chaired by the ZIMACE SRO.
- 6.5. No new grant or deployment of technical assistance can begin without a formal FCDO approval communicated to the Supplier by the SRO.
- 6.6. The workplan will set out:
 - 6.6.1.Details of the work to be carried out by the Supplier, short term technical assistance, named partners and downstream partners;
 - 6.6.2.The explanation of the Theory of Action: i.e. how the activities, once implemented, will deliver the outputs and contribute to outcome;
 - 6.6.3.Justification of VfM; with reference to the accompanying VfM approach paper to be finalized in Inception;
 - 6.6.4.Details of the experts to be deployed by the Supplier for the provision of technical support and advice (in line with the expert fee rates contained in the Contract Cost Proformas unless the Supplier is proposing the use of a new individual or subcontractor which would require the prior approval of FCDO Programme Delivery Team);
 - 6.6.5.Expenses related to the delivery of the activity; and
 - 6.6.6.Details of any proposals for changes to the portfolio of downstream partnerships.

- 6.7. When developing the Work Plan the Supplier must consider the identified needs, what activities other development partners are delivering, the evidence base (country, regional, global), the findings from the ongoing monitoring and lesson learning carried out by the Supplier's core team, and any information coming from ZIMACE Human Rights grant consortium and the independent (and separate) evaluation contract.
- 6.8. Any changes to the Work Plan must be formally recorded and approved by the FCDO SRO. No change of activity can start without a formal FCDO approval.
- 6.9. The workplan will be reviewed on a quarterly basis in light of the Supplier's performance against KPIs (see section above on KPIs).

7. Performance Management and Results Framework

- 7.1. The Supplier will be responsible for managing their Core Team, technical support and advice experts, and all downstream partner's performance and for tackling poor performance. They will be required to demonstrate strong commitment towards transparency, financial accountability, due diligence of partners and zero tolerance to corruption and fraud.
- 7.2. The programme will be implemented in accordance with a workplan to be agreed by the FCDO programme team and the delivery partners in country. This workplan will be developed on an annual basis, in line with the annual review timeframes for the programme. It will be reviewed quarterly.
- 7.3. FCDO will manage performance of the Supplier through key performance indicators (KPIs), which will be applied to the implementation of the agreed workplan.
- 7.4. The KPI and associated measures and the Results Framework will be refined and agreed between the parties during the Inception Phase of the contract.

8. Monitoring, Reporting, Evaluation and Learning (MREL)

- 8.1. The Supplier will monitor the programme closely at activity, output and outcome levels, reporting against indicators and realistic and time bound milestones agreed with FCDO.
- 8.2. The Supplier shall establish systems and processes to ensure effective monitoring and results reporting, ensuring the programme is evidence based. Monitoring shall be supported by robust data collection methods and sources to ensure data quality.
- 8.3. The Supplier is required to deliver brief quarterly technical and financial reports, a longer six-monthly report as well as annual reports prior to FCDO annual reviews. Details of MREL required reports are outlined in Annex A. The Supplier will focus on reviewing Theory of Change progress and will recommend logframe adjustments as needed.
- 8.4. A logframe (and supporting Results Framework if needed) flowing from a Theory of Change (ToC), and sub-ToCs will be refined during inception. The ToC and sub-TOCs will clearly articulate tested assumption. The logframe will set out indicators, milestones and targets for achieving outputs and contributions to the outcome level (disaggregating where appropriate by sex, age, and disability). Adjustments can be agreed during implementation, subject to written formal endorsement by FCDO.

- 8.5. For the evaluation of outcomes (intermediary and overall), an independent supplier may be contracted by FCDO to deliver an independent evaluation on ZIMACE before the closure of the programme. Illustratively, this will assess:
- the relevance of the programme outputs / outcomes;
 - the extent to which output delivery has contributed to progress on the intermediary and overall outcome(s);
 - the quality of the evidence on the Theory of Change (and sub-ToCs) and Theories of Action: what has and has not worked?
 - VfM approaches and achievements.
- 8.6. A distinct third-party evaluation component may also – resources permitting – provide mid-term services to assess the above around 2.25 years' into this contract. The Supplier will be expected to collaborate with any evaluation service provider for any baseline (midline) and endline work.
- 8.7. FCDO will conduct annual reviews of the programme to examine progress against outputs, and value for money achievements. At the end of the programme, a Project Completion Review (PCR) will be undertaken by FCDO, to assess the extent to which the project successfully attained desired outputs and potentially any contributions to outcome and impact goals and to identify lessons learned. For the PCR, the FCDO will draw upon reports from the Supplier and the evaluations.
- 8.8. FCDO will also undertake additional programmatic or financial reviews, audits, evaluations or strategic initiatives related to the programme, when the need arises. Independent financial audits of the programme to give full and satisfactory audit discharge to the project expenditure will be conducted. The Supplier should keep detailed records on each grant, which will be available for inspection or auditing by FCDO on request. Records should show the steps the Supplier has taken to ensure that funds are spent on agreed activities.

9. Budget and Timeframe

- 9.1. The maximum indicative contract budget is £16m for the contract term subject to review points set out in detail at paragraph 10. This is inclusive of all Supplier costs, fees, expenses, taxes, overheads, supply chain costs as applicable, as well as technical assistance and grant costs for named partners and downstream partners.
- 9.2. The contract can be extended at the discretion of the FCDO for up to a further 2 years with a maximum financial increase of up to 50% or £8m (additional). See paragraph 10 on budget variation. However, the contract being tendered at this time will terminate on 31st March 2027 and any extension beyond this time that requires additional funding will be subject to approval by Ministers of an addendum to the ZIMACE Business Case and endorsement by the FCDO Procurement Steering Board at the appropriate time before expiry of this contract.
- 9.3. The contract will run for a term of 51 months from approximately January 2023. The contract includes an Option to extend for up to a further 2 years at the discretion of the FCDO.
- 9.4. The programme will comprise of 3 phases over 51 months (i.e. from the contract signature to 31 March 2027):
- 7 month Inception Phase (which will include pilot projects);
 - a 44 month Implementation Phase, inclusive of
 - 3 months for Exit and Closure activities.

9.5. FCDO reserves the right to scale down (decrease) or scale up (increase) the scope of the programme (i.e. in relation to the programme inputs, outputs, deliverables, outcomes and budget) during the contract or discontinue at any point (in line with our standard Terms and Conditions).

9.6. Allocation of programme budget/resources

9.6.1.FCDO wishes to target budget allocations to Workstreams; the figures are indicative and may be changed by FCDO during the course of the programme:

- Workstream 1 (Citizen’s rights) - Approximately £3.2m of the contract value.
- Workstream 2 (Climate Change) - Approximately £3.8m of the contract value.
- Workstream 3 (Democratic processes) - Approximately £4.8m of the contract value.
- Workstream 4 (Women and Girls) - Approximately £4.2m of the contract value (note: Costs for female staff do not count towards that minimum).

9.6.2. The breakdown of budget per Workstream is outlined in more detail in the table below. The Supplier shall verify and report on spend by workstream (intermediary outcome and outputs). Any adjustments required by FCDO will be discussed at the level of the Programme Steering Committee. Intermediary outcome #5 will be cross-cutting.

Workstream Reference	Workstream description	22/23	23/24	24/25	25/26	26/27	TOTAL
1	Citizen Rights	0.1m	0.8m	0.8m	0.8m	0.7m	3.2m
2	Climate and nature	0.1m	1m	1m	1m	0.7m	3.8m
3	Democratic processes		1.2m	1.2m	1.2m	1.2m	4.8m
4	Women and girls	0.4m	1m	1m	1m	1 m	4.2m
	TOTAL	0.4m	4m	4m	4m	3.6m	16m

9.6.3.The Supplier shall ensure that all costs (ie. core team direct costs/fees and profit margins, technical support and advice) are in proportion to the weighting indicated above for each Workstream.

9.6.4.The Supplier shall ringfence a minimum of 2.5% of overall contract budget to be spent on monitoring, evaluation and learning.

9.7. Named Partners and Downstream Grant Partnerships

9.7.1.The Supplier shall hold a “Grant Pot” for the disbursement of funds to Named Partners and Downstream Grant Partners. The Supplier shall disburse a minimum of 50% of the total contract budget to Downstream Grant Partners. The Grant Pot must constitute a minimum of 50% of the total contract budget and a maximum of 75% of the total contract budget. The remaining 25% - 50% of the total contract budget shall be for: the Supplier’s Direct and Directly Attributable Programme Costs, e.g. core team and other known costs at the time of tender; and, for the draw down of Technical Assistance on demand.

9.7.2.At least £800,000 from the Grant Pot, which is at least £8M, shall be dedicated to innovative, pilot and/or experimental partnerships and/or rapid response activities.

9.7.3.The Supplier shall use the FCDO Accountable Grant Cost Templates and Guidance (including on Ineligible Costs) when soliciting grant proposals unless otherwise agreed in writing with the FCDO Project Team.

9.7.4. Grants awarded to NPOs under the contract will be implemented by the Supplier through calls for proposals undertaken on FCDO Zimbabwe's behalf. The Supplier will make an initial call for proposals by the end of the second month of the Inception Phase, following selection criteria agreed with FCDO. The first open competition for Downstream Grant Partners shall be completed during the Inception Phase, with initial multi-year grants signed by the end of the Inception Phase.

9.7.5. Any variation to budget allocations must be mutually agreed in writing with the FCDO.

9.7.6. The Supplier shall, as far as possible, disburse funds from the Grant Pot to Named Partners or Downstream Grant Partners on the basis agreed workplans linked to the required Outputs. The Supplier must ensure appropriate measures are in place to ensure Named Partners and Downstream Grant Partners deliver against agreed workplans, including withholding future grant disbursements until previous deliverables have been achieved and making receipt of future grants subject to achievement of these deliverables. FCDO acknowledges that, from time-to-time, payment in advance may be required for Named Partners or Downstream Grant Partners. FCDO will consider requests for payment in advance for Non-Profit Organisations (NPOs) **only** and subject to approved workplans and mutually agreed assessment of need. Approval of the advance will, in each case, be based on financial reports and future cost estimates and accompanying justifications that the Supplier will provide to FCDO a minimum of two weeks before the quarterly tranche payment is required.

10. Contract Management and Break points

10.1. There will be regular monthly meetings between the Supplier and FCDO to discuss Supplier progress against delivery of the contract.

10.2. Contractual review points

10.2.1. There will be will formal reviews of the contract at the following points:

- After the end of the six-month Inception Phase (within 7 months of contract signature);
- At the mid-point of the term of the contract (after 27 months).

10.2.2. Contract Amendments will not be required at these review points unless the SRO determines there has been unsatisfactory performance from the Supplier that requires it. Continuation of the contract beyond the review points will be dependent on the Supplier's performance, the impact of the programme and continuing need.

10.3. Major changes to the budget

10.3.1. FCDO may adjust the amount assigned to the contract's overall budget or intermediary outcome workstreams, giving 3 months' written notice to the Supplier. This will require a formal Contract Amendment were such situation to arise.

10.3.2. Scale down may occur for a number of reasons, including but not limited to a change in the security and/or political circumstances of the country; Political Economy Reasons; or resource constraints.

10.3.2.1. A Political Economy Reason is a substantial change in the context, which it is impossible for the programme to adjust to in an appropriate timeframe.

10.4. Minor changes to the budget

- 10.4.1. Minor funding adjustments (delivery focus pivots) within the approved budget may be approved by the SRO, in accordance with the agreed workplan, provided adjustments between costs centres are avoided. Adjustments that involve virement between cost centres, including but not exclusive of NPAC and supplier profit margins require approval through a contract amendment.
- 10.5. The Mid-Term Review point
 - 10.5.1. The Mid-Term Review point at 2.25 years into the Supplier's delivery of the contract will be used to consider the length, scope and value of the contract in collaboration with the Supplier.
- 10.6. The Call-Off Contract will remain subject to clauses 43, 44 and 45 of the CSSF Framework Agreement and clause 3.2 of the Call-Off Contract.

11. Financial Management and Payments

- 11.1. Throughout the term of the Contract, FCDO will pay for the Supplier's Direct and Directly Attributable Programme Costs, e.g. core team and other known costs at the time of tender on a Milestone payment basis. FCDO will pay the Supplier monthly in arrears for invoices submitted against Milestone payments (as indicated in Annex C – Output based payment schedule), and continued performance against KPIs as applied to the programme workplan.
- 11.2. When performance against KPIs is not to the satisfaction of the FCDO SRO, up to 10% of the Supplier's costs associated with Milestone Payments may be withheld until performance is on track. Final details for the application of KPIs will be agreed during the Inception Phase.
- 11.3. FCDO will pay the Supplier for Technical Assistance, drawn down from the Technical Assistance budget, on a time and materials basis. FCDO will pay the Supplier monthly in arrears, subject to the receipt of a valid invoice and supporting evidence demonstrating the time spent in accordance with the agreed workplan. The Supplier shall not draw down from the Technical Assistance budget without the FCDO's prior written approval.
- 11.4. FCDO will pay the Supplier for disbursements to Downstream Grant Partners and/or Named Partners monthly in arrears, based on actuals. As outlined at paragraph 9.7.6, FCDO may consider requests for advance payments for grants to Non-Profit Organisations. FCDO will consider such requests and grant approval on the basis of the agreed Work Plan process as detailed in section 6 above.
- 11.5. All payments will be made in British Pound Sterling (GBP) and the Supplier will be required to report in GBP. Please note that managing exchange risk fluctuations is the responsibility of the Supplier.
- 11.6. The Authority reserves the right to commission an additional external auditor or reserves the right to conduct financial spot checks during the life of the contract. Should the Authority exercises this right, all costs shall be funded by the Authority.

Annex A: Reporting Requirements

The Supplier shall submit the following reports to the project SRO as set out below:

Inception Report

- i. *Page limit:* Maximum of 40 A4 pages minimum font size 11.
- ii. *Submission:* By email to the FCDO SRO at least submitted 2 weeks before the 7-month Inception Phase ends.
- iii. *Content:*
 - Summary of progress and achievements against Inception Phase Key Milestones including set up of the programme teams;
 - Rationale for the:
 - Finalised Value for Money (VfM) Assessment Approach (VAA);
 - Finalised logframe and targets for year 1 of the programme;
 - Finalised and agreed workplan/implementation strategy;
 - Finalised and agreed of the Scope of Work (what the programme will deliver) for programme lifetime.
 - Indicative budget for the life of the contract together with a detailed annual budget for the first year of operation.
 - Updated risk matrix with mitigation measures, notably on any adjustments or investments that should be made to navigate risks arising from new laws, policies and procedures and any other election-related risks.

Implementation phase reporting:

Quarterly (i.e. prior to invoices at 10, 13, 16 etc. months after signature):

Financial

1. Updated financial forecast, specifying any changes for the quarter and outer month planning for 6 month and 1 year from the relevant update.
2. Reconciliation of the previous quarter's expenditure.
3. Summary of payments to Experts for technical advice and support.
4. Summary of grant quarterly disbursements (e.g. to demonstrate that requests processed in a timely manner but not in advance of need).
5. Highlighting of any variances from forecast for the previous quarter, and explanations for these variances.

Risk

6. 'Light-touch' risk review and update of risk identification and mitigation (as per FCDO standard risk categories)⁶.
7. Briefing report on safeguarding systems (capacity development and scrutiny).

Reporting

8. Notification and minutes provided by Supplier of quarterly Working Committee⁷ meeting held with FCDO and other primary ZIMACE partners, endorsed by FCDO.

Around an Annual Review (where applicable)

9. Where ZIMACE Annual Review (AR) has been finalised in the preceding quarter, a briefing report/schedule by the Supplier for the FCDO on steps that will be taken to achieve the AR recommendations.

6 monthly (after end of Inception Phase/commencement of Implementation Phase)

Financial and compliance

⁶ As at May 2022, the risk categories are Strategy & Context, Financial & Fiduciary, Policy & Programme Delivery, Reputational, Safeguarding, People, Public Service Delivery & Operations. Each risk should be recorded as 'gross' – before mitigation - and 'net' - after mitigation. Each should also be rated in terms of impact (Insignificant, Minor, Moderate, Major and Severe) and likelihood (Unlikely, Possible, Likely, Highly Likely, Almost Certain))

⁷ The Working Committee will include the FCDO SRO, PRO and any relevant FCDO colleagues working on governance, human rights etc. It will also include lead representatives from the other 'tier 1' direct partners under the ZIMACE programme, and such other participants invited by FCDO

1. Downstream Grant Partners' due diligence action plans monitored/verified as needed.
2. Financial spot checks conducted to verify Downstream Grant Partners' records/reports as needed, supplemented by physical spot checks on a random sample of six partners over the period.
3. Six monthly financial report compiled in a timely manner (covering, *inter alia*, e.g. contractor costs, Technical Experts, Grant Pot and IIRF spend in relation to the Theory of Change).
4. Highlighting of any variances from forecast for the previous quarter, and explanations for these variances.
5. Breakdown of spend by province, and by intermediary outcome and output as per the Theory of Change.

Reporting (including on risks)

6. Summary (*light touch*) Narrative Progress Report provided by Supplier to the FCDO. Maximum of 40 electronic A4 pages including 1-2 page executive summary. Minimum font size 11. Reporting to be structured as follows:
 - a. ToC progress;
 - b. Sub-Tocs progress, in the light of the relevant Delivery Plans and Activity Schedules (e.g. what has and hasn't worked as expected);
 - c. Capacity development progress, including from grantee capacity reviews and coordination meetings;
 - d. Value for money analysis on the previous six months, broken down by the 4 Es (economy, effectiveness, efficiency and equity), including benchmarks, cost comparisons, cost savings, and examples of value for money (e.g. leveraging of state funding for shared objectives⁸);
 - e. Collaboration for learning, including from at least 4 field visits by Supplier team;
 - f. Risk management; and
 - g. Recommendations for any adjustments in the results approach and risk management.
7. The report will annex minutes of the relevant Steering Committee⁹ meeting in that reporting period held with FCDO and other primary ZIMACE partners.
8. The report will annex the register of engagements and supply the FCDO with the minutes of key engagement meetings or correspondences.
9. *Where ZIMACE AR has been finalised in the preceding six months*, the Supplier will report to the FCDO on steps that have been completed on preceding AR recommendations

Yearly (provided by the Supplier to the FCDO within one month of the contract anniversary).

Financial

1. Due diligence action plans for Named Partners/Downstream Grant Partners monitored/verified as needed.
2. Financial spot checks conducted to verify Downstream Grant Partners' records/reports as needed.
3. Six monthly financial report compiled in a timely manner.
4. Highlighting of any variances from forecast for the previous quarter, and explanations for these variances.
5. Breakdown of spend by province, and by intermediary outcome and output.
6. An Annual Audited Statement (AAS) of Supplier operations, showing how FCDO funds have been utilised annually.

Reporting (including on risks)

⁸ Leveraging state funding involves demonstrating how the Government of Zimbabwe has allocated *and* spent its own resources to respond to advocacy or litigation supported by ZIMACE or otherwise to make progress on an objective prioritised under the programme (e.g. in terms of knowledge and statistics, law- or policy-making and actual implementation).

⁹ The Steering Committee, chaired by the ZIMACE SRO, is the second highest programme decision making body. Members include the FCDO, the Supplier, the lead direct-grant CSO and any other tier 1 partners, as well as representatives from other donors, should any other funders come on board. The evaluation agent will be invited to the Steering Committee when necessary. The Steering Committee will meet at least quarterly to review progress and make strategic decisions. The FCDO team will include the SRO, PRO, lead adviser, political officer, social development adviser and programme manager.

7. Annual narrative progress report provided by Supplier to FCDO: Maximum of 60 electronic A4 pages, including 1-2 page executive summary. Minimum font size 11. Reporting to be structured as follows:
 - a. ToC;
 - b. Sub-Tocs, in the light of the relevant Delivery Plans and Activity Schedules (e.g. what has and has not worked as expected). The assessment should also draw on annual reflections sessions with relevant partners coordinated, conducted and quality-assured by the Supplier, in consultation with the FCDO team;
 - c. Capacity development where needed, including from grantee capacity reviews and coordination meetings;
 - d. Value for money analysis on the previous year, broken down by the 4 Es (economy, effectiveness, efficiency and equity);
 - e. Collaboration for learning, including from at least 8 field visits by Supplier team and experience of the Knowledge Hub;
 - f. Risk management; and
 - g. Recommendations for any adjustments in the results approach and risk management, including how to find other successful solutions if an approach is not working).
8. The report must also provide information, evidence and analysis on progress against annual review and any relevant audit recommendations. It should be prepared a minimum of three weeks before the Annual Review mission arranged by the ZIMACE team in the British Embassy Harare (BEH).
9. The Supplier will be expected to help arrange each AR mission schedule and set up the associated meetings. As requested by FCDO, the Supplier Core Team and relevant experts will participate in the AR visits and meetings.
10. In addition, there will be a mid-contract briefing paper at the 2.25 years point provided to FCDO by the Supplier on its collaboration with the ZIMACE Evaluator on preparation of mid-term evaluation process (e.g. covering areas of progress, sticking points, ways forward etc.).

Completion phase:

End of Contract report provided two weeks before the contract end-date covering:

1. Grants close-out completed in an orderly, timely, effective manner.
2. Completion report provided by Supplier to FCDO: Maximum of 80 electronic A4 pages , including 2-3 page executive summary. Minimum font size 11. Reporting to be structured as follows:
 - a. ToC: Summary of achievements and overall impact and outcome progress;
 - b. Sub-Tocs, in the light of the relevant Delivery Plans and Activity Schedules (e.g. what has and hasn't worked as expected *and what solutions did you implement for activities or approaches that didn't work*). The assessment should also draw on completion reflections sessions coordinated, conducted and quality-assured by the Supplier in consultation with FCDO;
 - c. Capacity development, including from grantee capacity reviews and coordination meetings;
 - d. Value for money analysis on the whole contract period, and especially the previous year, broken down by the 4 Es (economy, effectiveness, efficiency and equity);
 - e. Collaboration for learning, including from at least 8 field visits by Supplier team and experience of the Knowledge Hub;
 - f. Risk management; and
 - g. Recommendations and any key lessons for future Open Societies/Freedom and Democracy programming, in light of what worked or not and what successful solutions have been found.
3. The report must also provide information, evidence and analysis on progress against the most recent annual review and any relevant audit recommendations.
4. Briefing document provided to FCDO by the Supplier on its collaboration with the ZIMACE Programme Monitoring & Evaluation contractor on the preparation of endline evaluation process (e.g. covering areas of progress, sticking points, overall programme experience etc.).

Annex B: KPIs and the KPI scoring mechanism

The KPIs for the contract are defined in Table 1 (below). Full details and weightings will be developed with the Supplier during the Inception Phase and agreed prior to the close of the Inception Phase.

Table 1

Indicator	Measure
KPI 1	Measure of Delivery Performance – 100% of Milestones delivered and on time as agreed in the Project Workplan and Results Framework.
KPI 2	Measure of Financial Performance - Accurate and timely submission of invoicing, supported by relevant supporting evidence and documentation where required - 100% of Invoices to be received within 10 days of scheduled delivery of the Milestone as detailed in Statement of Requirement, Annex C – Outputs based payment schedule. Invoicing remains within 3% of budgeted amount throughout the contract term, unless agreed otherwise via a contract Amendment.
KPI 3	Timely and quality reporting and compliance – 100% of reports and forecasts issued in accordance with Statement of Requirement, Annex A - Reporting Requirements.
KPI 4	Attendance at meetings and stakeholder engagement – Note: A Contract Management Plan and Communications Strategy, to be delivered by the Supplier during the Inception Period, will be used as the basis for agreeing benchmarks and assessment measures for KPI 4.
KPI 5	Quality of analysis Milestones delivery – Note: Benchmarks and measures of quality for Analytical products to be agreed during the Inception Phase.
KPI 6	Quality of technical quality analysis (support and advice) delivery – Note: Benchmarks and measures of quality for Technical products to be agreed during the Inception Phase.
KPI 7	Quality of management of downstream partners (i.e. timely delivery and adaptation, quality of reporting and analysis, quality of results reporting) – Note: Benchmarks and quality assessment measures for effective management of approved downstream partnership portfolio to be agreed during the Inception Phase.
KPI 8	Quality of adaptation and responsiveness – Note: Benchmarks and quality assessment measures for adaptation and responsiveness to local, current context, FCDO requirements (in line with contract scope) and stakeholder input to be agreed during the Inception Phase.
KPI 9	Effective coordination and collaboration – Note: Benchmarks and assessment measures for coordination and collaboration, including targets where applicable, to be agreed during the Inception Phase.
KPI 10	Value for Money (VfM) analysis based on the 4 Es (economy, effectiveness, efficiency and equity) – Note: Benchmarks and assessment measures for VfM, including cost comparisons, cost savings, and examples of value for money (e.g. leveraging of state funding for shared objectives analysis coordination and collaboration, including targets where applicable), to be agreed during the Inception Phase.

Payment structure and application of KPI Mechanism

Once agreed, KPIs will be applied in accordance with the following model:

- KPIs will be assigned to each Milestone payment according to relevance and with the agreement of FCDO and the Supplier, which agreement shall be made no later than the end of the Inception Phase.
- 10% of fees for each Milestone Payment is at risk against the KPIs.
- The Supplier will submit invoices for the delivery of Milestones, as set out in the Statement of Requirements, Annex 3: Output based payment schedule. Where several Milestones are completed in the same reporting period, invoices may be consolidated.
- Where appropriate and at FCDO’s sole discretion, KPIs may be further developed and agreed between the Supplier and FCDO post Inception Period.
- Payments made against grants are not subject to KPIs.

Annex C: Output based payment schedule

	Milestone #	Milestone Deliverables	Verification method	Verifier	Due date	Invoice value (excluding expenses) – to be agreed
Inception Period	1	Core/named staff have signed contracts and are in place in an established programme headquarters in Harare.	Report on staff contracts and office establishment	SRO	Month 2	
	2	Draft Inception workplan submitted.	Inception workplan	SRO		
	3	Draft Value for Money (VfM) Assessment Approach (AA) submitted.	VFM – AA report	SRO		
	4	Grantee solicitation process and criteria finalised with FCDO team, and launched.	Solicitation published	SRO		
	5	Robust financial forecasting finalised with FCDO team for period until 31 March 2023, plus best estimate for FY23-24 envelope.	Financial forecast	PRO		
	6	Detailed sectoral analysis of the 2023 Elections.	Analytical report	SRO	Month 3	
	7	Detailed workplan for rapid start up projects.	Workplan	SRO		
	8	Workplan progress summary (5-6 pages).	Progress report	SRO	Month 4	
	9	Due diligence and vetting duly completed by Supplier on selected Downstream Grant Partners for rapid start up projects.	Due Dilligence reports	PRO		
	10	Updated versions of VfM Assessment Approach (AA) framework for next 6 months.	Updated VFM – AA report	PRO		
	11	Inception Report with annexes as detailed in Statement of Requirements).	Report with annexes	SRO	Month 7	
	12	Detailed Year 1 workplans for all workstreams and an updated Results Framework.	Workplans & Results Framework	SRO		
Implementation Period	13	Year 1 grants awarded for all workstreams (as per approved workplans in Inception Report).	Report summarising all grants	SRO	Month 10	
	14	Post-election analysis of potential new programme opportunities with new Government in Zimbabwe.	Analytical report	SRO		
	15	Political economy analysis and sector analysis for the citizen rights / access to documentation workstream.	Analytical report	SRO	Month 13	
	16	Political economy analysis and sector analysis for the climate governance workstream.	Analytical report	SRO		

	<u>17</u>	<u>Political economy analysis and sector analysis for the democratic governance workstream.</u>	<u>Analytical report</u>	<u>SRO</u>		
	<u>18</u>	<u>Political economy analysis and sector analysis for the women and girls workstream.</u>	<u>Analytical report</u>	<u>SRO</u>		
	<u>19</u>	<u>Detailed Year 2 workplans for all workstreams and an updated Results Framework.</u>	<u>Workplans & Results Framework</u>	<u>SRO</u>		<u>Month 16</u>
	<u>20</u>	<u>Annual report/self assessment for FCDO annual review.</u>	<u>Annual report</u>	<u>SRO</u>		
	<u>21</u>	<u>Year 2 grants awarded for all workstreams (as per approved workplans in Inception Report).</u>	<u>Report summarising all grants</u>	<u>SRO</u>	<u>Month 19</u>	
	<u>22</u>	<u>Documented partner meetings focussed on coordination and learning across workstreams, in format to be agreed with SRO.</u>	<u>Report on coordination</u>	<u>SRO</u>	<u>Month 22</u>	
	<u>23</u>	<u>Mid programme Review report, in format to be agreed with SRO.</u>	<u>Mid programme review report</u>	<u>SRO</u>	<u>Month 25</u>	
	<u>24</u>	<u>Annual report/self assessment for FCDO annual review.</u>	<u>Annual report</u>	<u>SRO</u>	<u>Month 28</u>	
	<u>25</u>	<u>Detailed year 3 workplans for the citizen rights workstream.</u>	<u>Workplan</u>	<u>SRO</u>		
	<u>26</u>	<u>Detailed year 3 workplans for the climate change workstream.</u>	<u>Workplan</u>	<u>SRO</u>		
	<u>27</u>	<u>Detailed year 3 workplans for the democratic processes workstream.</u>	<u>Workplan</u>	<u>SRO</u>		
	<u>28</u>	<u>Detailed year 3 workplans for the women and girls workstream</u>	<u>Workplan</u>	<u>SRO</u>		
	<u>29</u>	<u>Year 3 grants awarded for all workstreams (as per approved workplans in Inception Report).</u>	<u>Report summarising all grants</u>	<u>SRO</u>	<u>Month 31</u>	
	<u>30</u>	<u>Documented partner meetings focussed on coordination and learning across workstreams, in format to be agreed with SRO.</u>	<u>Report on coordination</u>	<u>SRO</u>	<u>Month 34</u>	
	<u>31</u>	<u>Thematic lesson learning products, in format to be agreed with SRO.</u>	<u>Learning products</u>	<u>SRO</u>	<u>Month 37</u>	
	<u>32</u>	<u>Detailed Year 4 workplans and an updated Results Framework. Annual Report/self assessment for FCDO Annual Review.</u>	<u>Workplans & Results Framework</u>	<u>SRO</u>	<u>Month 40</u>	
	<u>33</u>	<u>Year 4 grants awarded for all workstreams (as per approved workplans in Inception Report).</u>	<u>Report summarising all grants</u>	<u>SRO</u>	<u>Month 43</u>	
	<u>34</u>	<u>Exit Phase workplan.</u>	<u>Exit phase workplan</u>	<u>SRO</u>	<u>Month 46</u>	
	<u>35</u>	<u>All sub-awards closed.</u>	<u>Summary closeout report</u>	<u>SRO</u>	<u>Month 51</u>	

	<u>36</u>	<u>Final technical and financial reports.</u>	<u>Final technical and financial reports.</u>	<u>SRO</u>	<u>Month 54</u>	
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ANNEX D – Summary of the TRACE Programme Completion Review

A. Summary and Overview

Description of the programme and what it has achieved

The strategic objective of the TRACE Programme was to empower Zimbabweans to hold the state accountable for its use of resources and respect for human rights and democratic principles; thereby advancing the goal of a more accountable, transparent, and democratic state. DAI was contracted as the main implementing partner with an evaluative component led by Coffey. The programme was implemented in two phases – phase 1, from 2015 to 2019, and phase 2, from 2019 to 2022.

The TRACE theory of change, drawing on lessons from earlier UK governance interventions, argued that supporting civil society and media efforts in Zimbabwe would hold the line in defending human rights and mitigate risks against impunity of the state. The TRACE design also recognised opportunities to test boundaries – a less tested assumption - for exploring state responsiveness and accountability linked to the new constitution, and in particular the new Chapter 12 institutions.

The business case for TRACE recognised that whilst civil society was doing good work in defending rights and keeping civic space open in places, the balance of power in Zimbabwe ultimately does not lie with non-state actors. New ways of working would need to be tested to explore avenues for change. This was particularly needed given collective action gaps that existed: competition between civics for resources, coordination and collaboration deficits (e.g. limited examples of progressive state, civic and private sector cooperation on strategic issues of mutual concern). A problem driven issues-based approach was integrated into the design to explore whether progressive change could be affected through new ways of working by doing development differently.

TRACE has been able to demonstrate significant and substantial examples of not only protecting democratic and civic space; but also, as a proof of concept, how different engagement strategies deployed by collective action groups led to state responsiveness and accountability. These results surprised the review team given the hardening situation in Zimbabwe. With an increased militarisation of the state, persistent clamp down on civil society, recent moves to amend the constitution and threats to introduce draconian laws such as the PVO and Patriot bills, the TRACE programme operated in an ever-increasing authoritarian context.

Major lessons learned, evidence generated and recommendations.

TRACE was implemented in two phases – in phase 1 (2015/19), the programme supported a broader range of initiatives and approaches, whereas in phase 2 (2019/22) there was a more focused engagement in fewer areas. The breadth of issues and multi-dimensional approaches supported in phase one of the programme (floated through a one-off call for proposal) provided opportunities for different methods and interventions to be tested, while also ensuring that the programme was protecting civic space. This breadth helped spread the risk and over time allowed the programme to focus on interventions with the highest likelihood for change.¹⁰

This PCR illustrates examples of how civic space was defended; boundaries were pushed; and institutional change achieved in an authoritarian context. Some key examples of where policy and institutional change occurred at the national level include:

Access to documentation: This was originally a local issue raised by women's groups in Matabeleland that grew into a national campaign. TRACE supported a study that estimated 2.3million children (36% of the population) were without documentation that would lead to economic and political disenfranchisement in later years. The study findings and TRACE support empowered the Zimbabwe Human Rights Commission to conduct a national enquiry

¹⁰ Phase 2 of the TRACE programme supported 27 Downstream Grant Partners working through a greater number of consortia down from 42 investments in the initial phase.

into the issue. The Government of Zimbabwe is now proactively conducting mobile registration exercises and the law is being amended to ensure future census' capture data on access to documentation. This study illustrated the importance of generating evidence as an advocacy tool.

Electoral reform: The “five key asks” campaign led by TRACE’s supported Elections consortium contributed to the adoption of a biometric voter registration method in the 2018 elections. In those elections, “aliens” were allowed to register to vote for the first time. Voter registration requirements that were prejudicial to women and young people were removed and the new Census and Statistics Amendment Act will now ensure that electoral boundary delimitation will be based on census data improving fairness in constituency mapping.

Transparency and corruption: The Zimbabwe Environment and Law Association (ZELA) successfully advocated for the deferment of the Mines and Minerals bill in 2017 due to non-alignment with the constitution regarding public transparency linked to the negotiation of mining contracts.

The Transparency International chapter of Zimbabwe (TIZ), through court action, compelled the Ministry of Health to release information on awarded contracts during the Covid 19 pandemic.

Access to Justice: Paralegals are now recognised in Zimbabwe’s judicial system. The Midlands State University offers a new paralegal diploma. Constructive engagement with the Judicial Service Commission allowed TRACE supported legal aid partners to establish help desks at 44 of Zimbabwe’s 53 magistrates’ courts, providing a crucial service for women and girls experiencing gender-based violence.¹¹

Human Rights: The Marange Community Trust was awarded \$2million by Zimbabwe’s Consolidated Diamond Company in a persuasion case pursued by Silveria House and ZELA who used the Indigenisation Act requirement of ensuring 5% of profits are invested into local share ownership trusts to make their case.

Zimbabwe Lawyers for Human Rights (ZLHR) ensured the removal of “section 27” that had introduced a blanket ban on protesting- from the Public Order and Security Act (POSA) through a Constitutional Court challenge.

Economic Development: Amendments to the Mines and Minerals Act, after lobbying by PACT, formalised small scale gold miners that saw an increase in gold production and Government revenues generated as a result.

Local and National Government interfaces: Some of the most interesting interactions with the State came through collective action interventions at the local government level. Platforms for engagement with duty bearers were created that led to increased trust and a level of responsiveness in several instances. Some examples include:

Environmental concerns: Offering interesting entry points with cross-party support both at the local and national level. The Harare Wetlands Trust successfully challenged developments on the City’s wetlands (local issue) and is pushing for more transparency of Environmental Impact Assessments (national issue).

Local Government Responsiveness: The Harare’s Resident Association ensured a cumulative \$8million was deducted from 1500 household bills due to non-supply of electricity paid for but not passed on by the council to the Zimbabwe Electricity Supply company. This is in addition to collective action by several residents’ associations who advocated for local governments to supply potable water to high density areas in Harare, Bulawayo, Mutare and Masvingo during the Covid pandemic.

A key lesson from these examples is that trust and engagement with aspects of the state can be built for the mutual benefit of duty bearers and citizens; often in areas and on issues that are politically feasible e.g. the environment.

Tested ways of working either through consortia or more focused issues-based approaches underpinned by strong political economy analysis proved to work in many examples. Many interviewees highlighted how their own strategies evolved from being antagonistic towards the

¹¹ The review team witnessed first-hand how many GBV cases the helpdesk in Gutu supported in an average week.

state to exploring more collaborative ways of working. Working through consortia, whilst enhancing efficiencies and encouraging collaboration on specific issues, was not always straightforward. Some consortia (e.g. Natural Resource Governance and the Economic Governance Initiative) experienced group dynamics such as dominance by certain lead members in decision making that led to mistrust by the wider group. The TRACE secretariate had to regularly intervene in a few of these consortia to ensure an inclusive strategic approach was agreed and respected. Future interventions wanting to support consortia type approaches will need to support those organisations that showed they are willing and able to work in this way.

Litigation was used as an effective strategy in several instances to protect democratic space or to force policy shifts. This approach does have its risks and limitations, particularly in the cost burden and length of time it takes to pursue judicial accountability. In some instances, laws were amended but illegal institutional practices remain in the absence of wider collective action responses (e.g., child marriages persist despite a constitutional court ban).

TRACE played a commendable role in providing cover to human rights defenders. It did this through institutional support to strategic human rights groups with a strong track record; but also, through innovative decisions to allow the secretariate a discretionary resource to support the needs of human rights defenders when they are required for legal costs, safe housing, or travel costs to leave the country.

TRACE's use of different funding modalities gave the programme valuable flexibility and allowed the programme to reach different stakeholders with varied capacities. However, different types of funding modalities – institutional grants, activity grants and issues-based project grants – each came with a mix of strengths, weaknesses, and administrative burdens. Whilst the secretariate size and capability remained stable throughout the life of the programme, uplifts in resource commitments including from other donors placed an increased strain and limitations on DAI's ambitions to provide strategic policy advice to partners beyond institutional capacity building focused on areas like financial due diligence. These capacity building interventions – including on thinking and working politically – should not, however, be underestimated. Several TRACE partners let it be known to the review team that without the focus on strengthening their financial capabilities they would not have been able to leverage resources from other development partners in a post-TRACE era.

Annex E - 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
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ul style="list-style-type: none">The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data. <p>[to be determined and agreed in writing between the Parties within two calendar months of contract commencement]</p>
Subject matter of the processing	<p>The subject matter of the processing is wide ranging and varied due to the nature of the Call-Off Contract and the contract deliverables.</p>
Duration of the processing	<p>The duration of the data control and processing includes the full life of the contract and post contract for the purposes of audit.</p>
Nature and purposes of the processing	<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, erasure or destruction of data (whether or not by automated means) etc. The processing is needed in order to ensure that the Supplier can effectively deliver the Call-Off Contract.</p>
Type of Personal Data [and Special Categories of Personal Data]	<p>Name, address, date of birth, telephone number, pay, images, email addresses, biometric data.</p>
Plan for return and destruction of the data once processing complete.	<p>UNLESS a requirement under union or member state law to preserve the type of data held, data will be maintained for as long as required for Audit purposes and no longer.</p>

Annex F- FCDO Overall Project/Intervention Summary Risk Assessment

Country: ZIMBABWE
Date of assessment - as at: July 2022
Assessing official: FCDO Zimbabwe

Theme	FCDO National Risk score
OVERALL RATING ¹²	3
FCO travel advice	1
Host nation travel advice	unknown
Transportation	3
Security	2
Civil unrest	2
Violence/crime	3
Terrorism	1
War	1
Hurricane	1
Earthquake	1
Flood	2
Medical Services	2
Nature of Project/Intervention	3

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
Low		Medium	High Risk	

NB: This is an assessment of the current situation. The situation in Zimbabwe may possibly change over the life of the programme.

Post Security assessment for Zimbabwe is currently at Medium Risk rating 3.

¹² The Overall Risk rating is calculated using the MODE function, which determines the most frequently occurring value.

Annex 3 – Security Risk Disclaimer

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Not used.

Annex 4 – Processing, Personal Data & Data Subjects

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This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

- 1. The contact details of the Controller’s Data Protection Officer are: data.protection@fcdo.gov.uk
- 2. The contact details of the Processor’s Data Protection Officer are: Jeremy Finch, Director – Internal Audit, Ethics and Compliance; Jeremy_Finch@dai.com
- 3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <p>The Parties acknowledge that Clause 33.2 Protection of Personal Data and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data:</p> <p>[to be determined and agreed in writing between the Parties within two calendar months of contract commencement]</p>
Subject matter of the processing	The subject matter of the processing is wide ranging and varied due to the nature of the Call-Off Contract and the contract deliverables.
Duration of the processing	The duration of the data control and processing includes the full life of the contract and post contract for the purposes of audit.
Nature and purposes of the processing	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, erasure or destruction of data (whether or not by automated means) etc. The processing is needed in order to ensure that the Supplier can effectively deliver the Call-Off Contract.
Type of Personal Data being Processed	Name, address, date of birth, telephone number, pay, images, email addresses, biometric data.
Categories of Data Subject	Supplier Personnel (including volunteers, agents, and temporary workers); staff if partner organisations and participants in the programme activities.
Plan for return and destruction of the data once the processing is complete	UNLESS a requirement under union or member state law to preserve the type of data held, data will be maintained for as long as required for Audit purposes and no longer.

Annex 5 – Insurances

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REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: ECM_4874; ITT_5312

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1. INSURED

1.1 The Supplier.

2. INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

3. LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence, the number of occurrences being unlimited. In respect of products and pollution liability, not less than £1,000,000 or 125% of the Charges (whichever is the greater) payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) for any one occurrence and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5. PERIOD OF INSURANCE

5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

- 9.1 Not applicable.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

- 1.1 The Supplier.

2. INTEREST

- 2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

- 3.1 Not less than £1,000,000 or 125% of the annual Charges (whichever is the greater) that are payable by the Authority to the Supplier under the Call-Off Contract in the twelve (12) months following the Commencement Date (and any subsequent twelve (12) month period thereafter) in respect of any one occurrence and in the aggregate per annum.

4. TERRITORIAL LIMITS

- 4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5. PERIOD OF INSURANCE

- 5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

6. COVER FEATURES AND EXTENSIONS

- 6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

7. PRINCIPAL EXCLUSIONS

- 7.1 War and related perils
- 7.2 Nuclear and radioactive risks

8. MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not to exceed £5,000 each and every claim.

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

- 9.1 Not applicable.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

10. GENERAL

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Annex 6 – Supplier Code of Conduct

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

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May 2022: All CSSF Framework suppliers are advised that the FCDO has centrally updated its Supplier Code of Conduct. The most up to date version is available online along with supplier guidance and related FAQs.

<https://www.gov.uk/government/organisations/foreign-commonwealth-development-office/about/procurement#supply-partner-compliance>

In accordance with the CSSF Framework Agreement CPG/2350/2018, page 1, Section 1 “The contract is based on the Department for International Development (DfID) standard terms and conditions and includes the Authority’s Supplier Code of Conduct, both of which will continue to be updated from time to time” this CSSF Call-Off Contract now incorporates the updated Supplier Code of Conduct below.



Foreign, Commonwealth
& Development Office



FCDO Supply Partner Code of Conduct

Principles

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

Overarching Principles for Supply Partners

- ✓ Act responsibly and with integrity
- ✓ Be transparent and accountable
- ✓ Seek to improve value for money
- ✓ Demonstrate commitment to poverty reduction and FCDO priorities¹
- ✓ Demonstrate commitment to wider HMG priorities²

FCDO Supply Partner responsibilities

Supply Partners and their subcontractors (delivery chain partners) should ensure they have read and understood the Code and their required compliance level and seek clarification from FCDO where necessary. In particular, it is important that the Supply Partners and their subcontractors (delivery chain partners) understand any risks and have systems in place to manage them. The 3 compliance levels are:

Compliance Level 1 - Supply Partners with an individual contract value of £1m or above, or two or more contracts/grants with FCDO with a combined value of £5m or above;

Compliance Level 2 - Supply Partners with an individual contract value below £1m, or two or more contracts /grants with FCDO with a value of less than £5m;

¹ <https://www.gov.uk/government/organisations/foreign-commonwealth-development-office/about>

² <https://www.gov.uk/government/organisations/hm-treasury/about#priorities>

Compliance Level 3 - Supply Partners with an individual Contract value, or component of a Contract/Grant, with a value below the EU contracting threshold. At this level Supply Partners are required to adhere to the overarching Code principles and recognise, mitigate and manage risks. These Supply Partners will not be monitored against the contractual KPIs.

Scope

This Code forms part of the FCDO’s standard contractual terms and conditions and full compliance and annual verification via a signed declaration, to be found at Annex 1b, is mandatory for contracted Supply Partners. Adherence to the Code at the appropriate level is also a requirement for FCDO direct and delivery chain Supply Partners in receipt of funding. The FCDO will monitor Supply Partners in six priority areas as set out below using a set of Key Performance Indicators (KPIs) as referenced in Annex 1a and 1b.

1. Value for Money and Governance

Key Performance Indicators KPI 1 a - c

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

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

Specific requirements include:

- ✓ Provision of relevant VfM and governance policies and a description of how these are put into practice to meet FCDO requirements (e.g. Codes on fraud and corruption, due diligence);
- ✓ A transparent, open book approach, which enables scrutiny of value for money;
- ✓ Strict adherence to all UK and in-country government tax requirements;
- ✓ Processes for timely identification and resolution of issues and for sharing lessons learned which might be requested by FCDO at any time.

2. Ethical Behaviour

Key Performance Indicators KPI 2 a- f

FCDO Supply Partners and their delivery chain partners act on behalf of the UK government and interact globally with country governments, other aid donors and their delivery partners, many stakeholders including citizens and directly and indirectly with aid beneficiaries. These interactions must therefore meet the highest standards of ethical and professional behaviour in order to uphold the reputation of the UK government.

Arrangements and relationships entered into, whether with or on behalf of FCDO, must be free from bias, conflict of interest or the undue influence of others. Particular care must be taken by Supply Partner and delivery chain staff who:

- a) are directly involved in the management of a programme or procurement of services; or
- b) who engage with i) frontline FCDO staff ii) other deliverers of aid iii) beneficiaries (of aid)

Where those in a) and b) could be susceptible to undue negative or detrimental influence.

Supply Partners and their delivery chain partners must declare to FCDO where there may be instances or allegations of previous unethical behaviour by an existing or potential staff member or where there is a known or suspected conflict of interest. Where a potential or existing staff member has been employed by FCDO or the Crown in the preceding two years Supply Partners and their delivery chain partner must provide proof of compliance with the HMG approval requirements under the Business Appointment Rules.

Supply Partners and their delivery chain partners must have the following policies and procedures in place:

- ✓ Development and proof of application and embedding of a Staff Recruitment, Management and Retention policy (which must address circumstances where there may be potential or actual conflict of interest and embedding of a Whistleblowing Policy)
- ✓ Ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management
- ✓ Ethical training for every staff member and staff updates in ethical working practices suitable to the development sector (e.g. UN Global Compact principles) including awareness of modern day slavery and human rights abuses
- ✓ Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance and any suspicions/allegations/concerns which relate to safeguarding to the FCDO Investigations Department at reportingconcerns@fcdo.gov.uk or on +44(0)1355 843747.

3. Transparency and Delivery Chain Management

Key Performance Indicators KPI 3 a – f

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

The FCDO recognises the critical value that downstream delivery partners contribute. Direct Supply Partners must engage their delivery chain partners in a manner that is consistent with FCDO’s treatment of its direct Supply Partners. This includes, but is not limited to: appropriate pricing of services; fiduciary and financial risk management processes; applying transparent and responsive measures where delivery chain partners underperform against the KPI areas; taking a zero tolerance approach to tax evasion, corruption, bribery and fraud in subsequent service delivery or in partnership agreements. Direct Supply Partners must cascade the principles of the Code throughout their delivery chain to ensure FCDO ethical behaviour standards are embedded and maintained.

Specific requirements for direct Supply Partners include:

- ✓ Provide assurance to the FCDO that the policies and practices of their delivery chain Supply Partners and affiliates comply with the Code;
- ✓ Maintaining and sharing with FCDO up-to-date and accurate records of all downstream partners in receipt of FCDO funds and/or FCDO funded inventory or assets. This should map how funds flow from them to end beneficiaries and identify risks and potential risks along the delivery chain;

- ✓ Ensuring delivery chain partner employees are expressly notified of the FCDO ‘reporting concerns’ mailbox³ found on FCDO’s external website and of the circumstances in which this should be used;
- ✓ Publication of FCDO funding data in accordance with the International Aid Transparency Initiative (IATI)⁴
- ✓ Supply Partners shall adhere to HMG prompt payment policy and not use restrictive exclusivity agreements with sub-partners.

4. Environmental issues

Key Performance Indicators KPI 4 a – b

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

Commitment to environmental sustainability may be demonstrated by:

- ✓ Formal environmental safeguard policies in place;
- ✓ Publication of environmental performance reports on a regular basis
- ✓ Membership or signature of relevant environmental Codes, both directly and within the delivery chain such as conventions, standards or certification bodies (e.g. the Extractive Industries Transparency Initiative⁵).

5. Terrorism and Security

Key Performance Indicators KPI 5 a – d

FCDO Supply Partners must implement due diligence processes to provide assurance that UK Government funding is not used in any way that contravenes the provisions of the Terrorism Act 2000, and any subsequent regulations pursuant to this Act.

FCDO Supply Partners must maintain high levels of data security in accordance with the Data Protection Act 1998 and any subsequent regulations pursuant to this Act, or new Act and with the General Data Protection Regulation (Directive 95/46/EC).

Specific requirements:

- ✓ Development and proof of application and embedding of a comprehensive Terrorism and Security Policy
- ✓ Development and proof of application and embedding of personal data processing processes within a Data Protection Policy

³ <https://www.gov.uk/government/organisations/departments-for-international-development/about#reporting-fraud>

⁴ <http://www.aidtransparency.net/>

⁵ <https://eiti.org/>

- ✓ FCDO Supply Partners must safeguard the integrity and security of their IT and mobile communications systems in line with the HMG Cyber Essentials Scheme⁶. Award of the Cyber Essentials or Cyber Essential Plus badges would provide organisational evidence of meeting the UK Government-endorsed standard;
- ✓ All FCDO Supply Partners who manage aid programmes with a digital element must adhere to the global Principles for Digital Development⁷, which sets out best practice in technology-enabled programmes
- ✓ Ensure that FCDO funding is not linked to terrorist offences, terrorist activities or financing.

6. Safeguarding, Social Responsibility and Human Rights

Key Performance Indicators: KPI 6 a – d

Safeguarding, social responsibility and respect for human rights are central to FCDO’s expectations of its Supply Partners. Supply Partners must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within complex delivery chain environments funded by FCDO. These practices include sexual exploitation, abuse and harassment; all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture or disability. Supply Partners must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients. FCDO will expect a particular emphasis on the management of these issues in high risk fragile and conflict affected states (FCAS), with a focus on ensuring remedy and redress if things go wrong.

Specific requirements:

- ✓ Development and proof of application and embedding of a Safeguarding Policy;
- ✓ Delivery of Social Responsibility, Human Rights and Safeguarding training throughout the delivery chain;
- ✓ Compliance level 1 Supply Partners must be fully signed up to the UN Global Compact⁸;
- ✓ Practices in line with the International Labour Organisation (ILO) 138⁹ and the Ethical Trading Initiative (ETI) Base Code¹⁰ are to be encouraged throughout the delivery chain;
- ✓ Policies to embed good practice in line with the UN Global Compact Guiding Principles 1 & 2 on business and human rights throughout the delivery chain are required, as detailed in Annex 2;
- ✓ Compliance level 1 Supply Partners to submit a Statement of Compliance outlining how the organisation’s business activities help to develop local markets and institutions and further how they contribute to social and environmental sustainability, whilst complying with international principles on Safeguarding and Human Rights labour and ethical employment, social inclusion and environmental protection;
- ✓ Overarching consideration given to building local capacity and promoting the involvement of people whose lives are affected by business decisions.

⁶ <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

⁷ <http://digitalprinciples.org/>

⁸ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

⁹ http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C138

¹⁰ <http://www.ethicaltrade.org/eti-base-code>

Compliance KPIs and contractual checking mechanisms - FCDO Contracts

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

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

Where appropriate, a plan setting out the Code of Conduct delivery methodology for the Supply Partner arrangements during the contract term may be jointly developed with the FCDO during Contract mobilisation.

Contract Checks and Compliance KPIs		KPI target	Specific Contractual link	Checking mechanism
i.	Declaration of acceptance of the FCDO Supply Partner Code of Conduct	Annual declaration submitted by contracted Supply Partner on behalf of delivery chain	Contract Terms and Conditions Clause 5.1 and Clause 7.7	Declaration of acceptance at the applicable level of compliance with each of the 6 sections received
	Declaration of sign up to the UN Global Compact	Annual declaration submitted by the direct Supply Partner	Standard Selection Questionnaire (SSQ)	Declaration of applicable sign up / application received
1.	<u>VfM and Governance standards</u>			
a)	Economic and governance policies in practice	Annual updated documentation provided (copy of Policies with detailed annual financial breakdown relating to contract)	Terms and Conditions Clauses 13, 14 & 15	Annual contract review/programme management Audit checks Compliance checks
b)	VfM being maximised over the life of a contract 1. By confirmation of annual profit level fluctuations since tender submittal 2. by timely identification and resolution of issues 3. ensuring lessons learned are shared	Updated documentation submitted once annually	Contract T&Cs Clauses 15 & 20 Terms of Reference Terms of Reference	Compliance checks Annual contract review/programme management Compliance checks Annual contract review/programme management Compliance checks

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c)	<p><u>Tax Declaration (HMRC format)</u></p> <ul style="list-style-type: none">• Tax the organisation paid on profits made in the last 3 years, and in which countries• Compliance with relevant country level tax regulations fully understood and met	Annually updated documentation submitted by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 15, 23 & 24 Terms of reference	Annual return Compliance checks
2.	<p><u>Ethical Behaviour</u></p>			
a)	Recruitment policy (which must address circumstances where there may be potential or actual conflict of interest)	Updated policy documentation submitted once annually by contracted supplier and on behalf of delivery chain partners	Terms and Conditions Clauses 6, 51 & 54	Annual return Compliance checks
b)	Ongoing conflict of interest, mitigation and management	As 2a. above	Terms and conditions Clause 54	Annual return Compliance checks
c)	Refresher ethical training and staff updates (including disclosure restrictions on FCDO confidential information)	Copy of training logs provided Delivery in accordance with training programme in place	Terms and conditions Clause 6, 29, 51 & 54	Annual return Compliance checks
d)	A workforce whistleblowing policy	Continuous workforce awareness maintained Policy in place	Terms and Conditions Clause 48	Annual return Compliance checks
e)	<p>1. Procedures setting out how, staff involved in FCDO funded business, can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance or any suspicions/allegations/concerns which relate to safeguarding to the Investigations Department at reportingconcerns@fcdo.gov.uk or on +44(0)1355 843747</p> <p>2. Employees working on FCDO Contracts fully aware of the FCDO external website reporting concerns mailbox</p>	<p>Continuous awareness maintained</p> <p>Procedure in place</p> <p>Continuous awareness maintained</p>	<p>Terms and Conditions Clauses 6, 48 & 54</p> <p>Terms and Conditions Clause 48</p>	<p>Annual return Compliance checks</p> <p>Annual return Compliance checks</p>
f)	<p>Declarations of direct or subcontractor staff members proposed to work on FCDO funded business if employed by FCDO or the Crown in the preceding two years.</p> <p>Supply Partners and their subcontractors must provide proof of compliance with the HMG approval requirements under the business appointment rules</p>	Details submitted as applicable	Terms and Conditions Clause 48 HMG business appointment rules	Annual return Compliance checks Contract management

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3.	<u>Transparency and Delivery Chain Management</u>			
	a) IATI compliance for Supply Partner and their delivery chain Supply Partners	Updated documentation submitted once annually	Contract Terms and Conditions Clause 28	Tender evaluation Periodic spot checks Compliance checks
	b) Up to date and accurate records of all delivery chain Supply Partners	Updated documentation submitted in accordance with Clause 26.7	Contract Terms & conditions Clause 9 & 28 Tender submittal – delivery chain	Annual return Compliance checks Contract management
	c) Policies and practices for the management of delivery chain partners and affiliates aligned to the FCDO Supply Partner Code of Conduct	Updated documentation submitted annually	Contract Terms & conditions Clause 7	Contract management processes Periodic spot checks Compliance checks
	d) Tax evasion, bribery, corruption and fraud -statements of assurance provided	Updated documentation submitted once annually	Contract Terms and Conditions 23 & 24	Periodic and annual return spot checks Compliance checks
	e) All delivery chain partner employees working on FCDO Contracts fully aware of the FCDO reporting concerns mailbox	Updated documentation submitted once annually	Contract Terms & Conditions Clause 48	Periodic and annual return spot checks
	f) HMG prompt payment policy adhered to by all delivery chain partners	Updated documentation submitted once annually	Contract Terms & conditions 7	HMG spot checks Compliance checks Annual return
4.	<u>Environmental Issues</u>			
	a) 1.Steps in place to identify environmental risks (e.g. by maintaining a risk register) Ensuring legislative requirements are being met 2. Formal context specific environmental safeguarding policies in place to ensure legislative requirements are being met	Updated documentation submitted once annually	Contract Terms & Conditions Clause 53 and ToRs	Contract management Periodic and annual return spot checks Compliance checks
b)	Published annual environmental performance reports <u>Net zero by 2050 tracking</u>	Updated documentation submitted once annually	Contracts ToRs	Periodic and annual return spot checks
5.	<u>Terrorism and Security</u>			
	a) Up to date status declaration regarding the reporting of terrorist offences or offences linked to terrorist activities or financing	Updated documentation submitted if and when changes identified since tender submittal	Standard Selection Questionnaire (SSQ)	Annual return Spot checks Compliance checks Annual contract review
b)	Certification at or above the level set out in the tender submittal	Updated documentation submitted if changes identified since tender submittal	Standard Selection Questionnaire (SSQ)	Annual return Compliance checks

c)	Data managed in accordance with the FCDO Security Policy and systems in accordance with the HMG Cyber Essentials Scheme	Updated documentation submitted if changes identified since tender submittal	Contract T&Cs Clause 32 & 33	Compliance checks
d)	Best practice global Principles for Digital Development in place	Updated documentation submitted if changes identified since tender submittal	Terms of reference (TORs)	Annual contract review Compliance checks
6.	<u>Safeguarding, Social Responsibility and Human Rights</u>			
a)	Provision of a current internal document demonstrating good practice and assuring compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership	Standard Selection Questionnaire	Tender evaluation Annual return Compliance checks
b)	Agreed level of measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by employees or any other persons engaged and controlled by the Supply Partner to perform any activities relating to FCDO funded work. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place	Updated documentation submitted once annually	Contract T&Cs Clause 50	Tender evaluation, Compliance checks
c)	Recognition of the ILO standards Membership of Ethical Trading Initiative (ETI)	Membership number		Compliance checks
d)	1.Principles cascaded to employees and delivery chain partners via an internal policy or written outline of good practice service delivery approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2 2. Number and details of any organisational safeguarding allegations reported 3.Level of commitment in relation to the Contract evident in delivery practices in line with the workplace and community guidance provided in the FCDO Supply Partner Code of Conduct Annex 2	Updated documentation submitted annually Updated documentation submitted if and when changes identified since tender submittal Updated documentation submitted annually	Contract T&Cs Clause 50	Annual return Compliance checks Annual checks Compliance checks Tender evaluation Compliance checks

Contractual Annual Compliance Declaration

REDACTED

UN Global Compact – Human Rights

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

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

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

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

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

<p>In the workplace</p> <ul style="list-style-type: none">• by providing safe and healthy working conditions• by guaranteeing freedom of association• by ensuring non-discrimination in personnel practices• by ensuring that they do not use directly or indirectly forced labour or child labour• by providing access to basic health, education and housing for the workers and their families, if these are not provided elsewhere• by having an affirmative action programme to hire victims of domestic violence• by making reasonable accommodations for all employees' religious observance and practices
<p>In the community</p> <ul style="list-style-type: none">• by preventing the forcible displacement of individuals, groups or communities• by working to protect the economic livelihood of local communities• by contributing to the public debate. Companies interact with all levels of government in the countries where they operate. They therefore have the right and responsibility to express their views on matters that affect their operations, employees, customers and the communities of which they are a part• through differential pricing or small product packages create new markets that also enable the poor to gain access to goods and services that they otherwise could not afford• by fostering opportunities for girls to be educated to empower them and also helps a company to have a broader and more skilled pool of workers in the future, and• perhaps most importantly, a successful business which provides decent work, produces quality goods or services that improve lives, especially for the poor or other vulnerable groups, is an important contribution to sustainable development, including human rights• If companies use security services to protect their operations, they must ensure that existing international guidelines and standards for the use of force are respected

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