

Section 4 - Appendix A - Annex A

Call-down Contract

Terms of Reference

PO 10057 - Feasibility study for FCDO Zimbabwe's potential investment in multiple use water and renewable energy infrastructure to enhance climate change adaptation

Summary: The UK Foreign, Commonwealth and Development Office in Zimbabwe (FCDO Zimbabwe) is looking to engage a framework provider ("Supplier") to do a feasibility study for the Climate Adaptation Water and Energy Programme CAWEP) with a maximum available budget of £1 million GBP. The Supplier will be required to work closely with the FCDO Zimbabwe in an iterative and flexible manner to ensure the following key feasibility study outputs are delivered:

- a. A comprehensive/detailed feasibility study report that answers the feasibility questions provided in Annex 2 of the ToRs.
- b. A baseline report that includes the status of existing water and renewable energy infrastructure (and Operations & Maintenance (O&M) arrangements) and other underlying socio-economic sectors.
- c. Engineering/Technical designs/drawings and specifications for the harsh-climate resilient infrastructure and affected surrounds
- d. Comprehensive report that provides an understanding of marginalised people including people living with disability, women, the elderly and youth and outline the level of exposure to climate change

The Supplier will play a crucial role in ensuring that this feasibility study is successfully implemented and that all works, and products are of high-quality standards.

1.0 Introduction

These are Terms of Reference (ToRs) for a feasibility study that FCDO Zimbabwe seeks to do in order to inform investments in multiple use water and renewable energy infrastructure to enhance climate change adaptation. Poor access to potable and productive water and clean energy are among the key factors contributing to extreme poverty in Zimbabwe. Close to 70% of Zimbabwe's population (approximately over nine million people) live in rural areas and often lack good access to quality education, health care and nutritious food. Extreme poverty in Zimbabwe increased from 22,5% in 2011/12 to 29,3% in 2017¹. Shortage of adequate clean water and energy is to a large extent influenced by effects of climate change and adds to vulnerability. The lack of appropriate and adequate water and

¹ Poverty, Income, Consumption and Expenditure Survey 2017 Report

renewable energy infrastructure and the increased exposure of the existing infrastructure to harsh climatic conditions has significantly contributed to this problem.

Increased climate risks and vulnerability in Zimbabwe require significant investments in water and renewable energy in order to enhance climate adaptation in critical sectors such as education, agriculture, health and infectious disease control. The UK, through the Foreign, Commonwealth and Development Office in Zimbabwe (FCDO Zimbabwe) realises the importance of education, health and agriculture sectors in human and economic development in Zimbabwe and therefore seeks to support the strengthening adaptive capacity and resilience of these sectors through water and renewable energy infrastructure. A business case to deliver this work has been approved (Please see the business case in Annex 4). However, to ensure the UK invests in transformative and appropriate interventions, a detailed feasibility study is required before implementing this programme. Also, this is because of the lack of up to date data and sometimes inaccurate. The feasibility study will provide a better understanding of the problems, identify opportunities for investment, identify best value for money, strengthen collaboration among development partners² together, identify the best delivery channels and set out the scope of works.

This feasibility study is also an opportunity to influence the setting up of new climate change, water and renewable energy national priorities and policies and shifting towards increasing climate risk analysis in planning and developing water and renewable energy infrastructure.

2.0 Objective/Purpose

2.1 Overall Objectives of the feasibility study

The main objective of this feasibility study is to provide quality evidence that will underpin the UK future work on climate change, water and renewable energy in Zimbabwe in order to deliver FCDO ambition to help ending extreme poverty and see a prosperous Zimbabwe.

2.2 Specific objectives

The following are specific objectives that this feasibility seeks to achieve:

- 2.2.1 Determine the extent to which climate change has affected access to water and energy for education, health and agriculture sectors in Zimbabwe.

Understanding the magnitude of the problem is important because it enables designing appropriate infrastructure. Currently, the impact of climate change is generalised and based on outdated and sometimes inaccurate data, hence the request for this feasibility to do a detailed analysis of the impact of climate change on water and renewable energy on the above-mentioned sectors.

- 2.2.2 Identify and design appropriate water and renewable energy infrastructure that helps in reducing the impact of climate risks and building community and institutional adaptation to climate shocks.

This will include determining the scope of works and assessing the capacity of the proposed delivery channel to deliver such work. In the Business Case, FCDO Zimbabwe identified the Africa Development Bank (AfDB) to deliver this programme. However due to the dynamic context in Zimbabwe, planning assumptions may have changed and the scope of works as

² Aid organisations working or supporting the government to deliver development goals related to climate change

determined by the feasibility may turn out to be bigger and beyond the proposed preferred delivery channel.

- 2.2.3 Identify how best to finance the operations and maintenance (O&M) for this new and existing infrastructure.

Maintenance in this case refer to preventative planned maintenance and repairs as need arises. Supplier would need to appreciate that the prevailing economic situation in Zimbabwe and the increasing risk of harsh weather events, water and renewable energy infrastructure O&M systems have not been as effective as they should, hence the request to explore the best systems that suit the current environment.

- 2.2.4 Identify opportunities for strengthening collaboration/partnerships between development agencies and with investors on climate resilient water and renewable energy infrastructure development.

- 2.2.5 Identify opportunities to strengthen policy³, strategies⁴, regulatory and financing mechanisms in education, health and agriculture sectors in order to strengthen response to climate change.

- 2.2.5 Assess the Government of Zimbabwe's (GOZ) capacity to anticipate, prepare and respond to climate shocks.

This will involve identifying capacity gaps in these areas and recommend priority areas FCDO Zimbabwe can support. The UK, including through FCDO, does not put financial aid through the government of Zimbabwe. However, government systems and important services can be supported through multilateral organisations. In this case, this will be through the fund manager.

3.0 The Recipient

The primary recipient of this study is FCDO Zimbabwe. The supplier will only share all draft and final reports to FCDO Zimbabwe. FCDO Zimbabwe will share the findings of this feasibility study to the government of Zimbabwe⁵ and partners.

4.0 Scope

4.1 General scope of works

The scope of works for this feasibility will include:

4.1.1 Situation/context/problem analysis

This feasibility study requires a detailed macro level situation analysis be done at national level to understand the economic, political and social context this programme⁶ will be implemented. the scope of the problem to be addressed. Macro level analysis can be done at national level through stakeholder interviews and reviewing economic and political reports. The macro level analysis should be done in the context of the programme and the problem to be addressed as identified in the business case.

As part of this process the supplier is required to review secondary data⁷, gather empirical evidence and conduct wide stakeholder⁸ consultation, producing an analysis covering the following key areas.

³ <http://newfour.ncuwash.org/wp-content/uploads/2017/08/Zimbabwe-Climate-Policy-2016.pdf>

⁴ <http://extwprlegs1.fao.org/docs/pdf/zim169511.pdf>

⁵ Ministries responsible for climate, water, energy, public works, education, health, women, gender and youth

⁶ Action or projects required to solve to help solving the problem identified in the Business Case.

Related data previous collected such as reports, research papers or govern publications relevant to the task.

⁸ Relevant government ministries of climate, water, energy, agriculture, health, education, women and gender, donors, local authorities, private sector, People living with disability organisations

- **Climate risk/hazard mapping.** Current available data on impact of climate change and how the impact is distributed across the country is outdated, too general and sometimes not accurate. The manifestation of climate change has changed geographically and that include a shift in climatic characteristics of the five agro-ecological zones. Given this, the supplier, is required, through this feasibility study to do a national climate and hazard risk analysis and mapping to enable this programme to design appropriate infrastructure and targeting the most vulnerable areas. The supplier is not expected to visit every district in the country, but to have a significant sample size and use other techniques including geographical information systems, analysis of various climate models and forecasts. The requirement here is that the supplier works with the local Meteorological and climate change departments.
- **Impact of climate change on human and economic development** – with more focus on health, education and agriculture sectors
- **Ongoing work on climate change adaptation** to protect these sectors
- **Inventory of key⁹ water and renewable energy infrastructure** – including assessing the ability to improve adaptive capacity¹⁰ and existing arrangements for operation and maintenance (O&M) in order to test effectiveness of the O&M regimes.
- **Policy and regulatory frameworks¹¹** - The contractor is expected to research and familiarise themselves with existing GoZ¹² policy and regulations in this area and to analyse this and report findings to FCDO in conjunction with what they find 'on the ground/out in the field'
- **Capacity needs assessments** – The supplier is expected to do a detailed personnel and resource capacity gap analysis related to generating and using climate/weather information, design, develop and manage community water and renewable energy infrastructure. The analysis should be done across all key areas, including at community and institutional¹³ levels.

4.1.2 Exploration of possible interventions/projects to address the problem identified with a budget of between £17,000,000 -£18,000,000

The next stage of the feasibility study involves exploring up to three possible interventions that FCDO Zimbabwe could support that positively maximise impact on the poor. A detailed appraisal of each of the options/possible interventions is required based on the following criterion. The supplier is required to cover all 5 criteria as a minimum:

- where the most benefit/value to communities is to be had if water and/or renewable energy infrastructure is installed in their communities is in terms of strengthening adaptive capacity to deal with shocks
- Consistency with UK strategic priorities as set out in the business case (please refer to annex 3).
- Interventions that represent good value for money for UK investments
- Replicability
- Opportunity for private sector participation

⁹ Water and renewable energy infrastructure needed to ensure improved and uninterrupted health, education and economic benefits

¹⁰ Ability of infrastructure, systems or communities to adjust to impact of climate change, variability and extreme weather.

¹¹ This include the Climate policy and strategy, Water policy, Public works Act, Transitional Stabilisation Programme,

¹² Government of Zimbabwe

¹³ This include government, local government, civic society, private sector

4.1.3 Monitoring and evaluation framework

In collaboration with FCDO, the supplier should design a preliminary monitoring & evaluation (M&E) framework for the number 1 implementation option that comes out of the feasibility study. The monitoring component should include proposals of:

1. Output, outcome and impact statements. Rationales should be provided, as to why the statements are on the right level of ambition, and with the right levels of flexibility. Thought should also be given to what extent the programme should include elements of adaptive management, given the lack of evidence of the preferred implementation option's effectiveness.
2. Key indicators to be used for tracking progress. This should include a sensible combination of quantitative and qualitative indicators to track both progress towards results as well as the quality of the process.
3. Assumptions key to successful delivery that the implementer should monitor and potentially mitigate against.
4. Data sources (including field visits and data spot checks) required to collect data for the indicators. This could be a combination of self-reporting by the implementer as well as third-party monitoring.
5. Rough timelines.
6. Any challenges to effective monitoring to keep in mind

The evaluation component should include:

1. A discussion whether an evaluation is needed and possible, given available evidence, and evaluation challenges.
2. The aims and objectives of a potential evaluation
3. Scope and timelines
4. Rough evaluation questions
5. Thoughts on opportunities and challenges

The supplier should also design, in collaboration with FCDO and other key stakeholders, a preliminary Theory of Change of the number 1 implementation option that comes out of the Feasibility Study. This ToC should bring together all evidence collected throughout the study to map out in a diagram and supporting narrative how the activities will lead to the desired outputs, outcomes and impacts. This should include an assessment of the quality of the evidence, the key risks and assumptions and the level of ambition. The change logic should undergo enough peer scrutiny to ensure reliability. The ToC should be seen as a live document will be subject to change as the situation and the evidence evolves.

5.0 The Requirements

The feasibility study scope of work set out above requires that the supplier meet the following requirements.

5.1 Key expertise required

To deliver this work, key expertise is required from proposed personnel in the following areas: -

- Climate and weather information
- Water resources management
- Hydrogeology
- Civil/planning/water engineering
- Renewable energy /power engineering with off the grid expertise
- Social science
- Political science

- Investment planning
- Operation and maintenance
- Monitoring and evaluation
- Soil science
- Agriculture/irrigation development with expertise in climate smart and sustainable agriculture
- Health and nutrition expert
- Cost engineer
- Information Technology/digital
- Policy planning and development
- Gender and disability
- Education expert

5.2 Implementation requirements

This section sets out key implementation requirements the supplier is expected to meet in preparing and implementing this feasibility study over a period not exceeding fourteen months.

5.2.1 Mobilisation

After the contract is awarded, the supplier is expected to mobilise personnel, tools and equipment required to do this work within one month of contract award.

5.2.2 Inception

Before the supplier proceeds to deliver this task, the supplier is required to present to FCDO Zimbabwe an inception report within two months after the contract is awarded. The inception report should demonstrate the supplier's understanding of the task, proposed methodology, capacity to deliver, risks and a detailed work plan. The Inception period will last for a period of four months from 01 November 2020 to 28 February 2021.

5.2.3 Implementation

In implementing this work, the supplier shall:

- Meet the FCDO country office team responsible for this programme on a monthly basis on contextual issues. However, may at any time raise any matter requiring urgent FCDO attention.
- Widely consult and work with key stakeholders in government¹⁴, private sector, civil society and many others.
- Develop a risk register¹⁵ that is updated on a monthly basis and shared with FCDO Zimbabwe. The supplier is required to engage FCDO on escalating risks rating on risks that FCDO has a low risk appetite¹⁶ for.

5.2.4 The Implementation period will last for a period of 10 months from 01 March 2021 to 31 December 2021.

5.3 Performance requirements/Outputs

The supplier's performance will be assessed based on quality and timely delivery of the following outputs:

¹⁴ Relevant government ministries of climate, water, energy, agriculture, health, education, women and gender

¹⁵ Tool that enables the identification and definition of risks and how they are going to be dealt with and who is responsible (Risk Owners). It contains the risk description, risk owner and risk rating.

¹⁶ FCDO has a low risk appetite for fiduciary, safeguarding, reputational and contextual risks and these require the contractor to escalate with FCDO Zimbabwe.

5.3.1 A comprehensive/detailed feasibility study report that answers the feasibility questions provided in Annex 2. Specific key considerations include:

- i. Timely submission and quality of all other reports referred to in section 6. The report should clearly provide recommendations on priority areas the UK can invest in and should provide a detailed appraisal of each of the options that could be considered. Each infrastructure option must be realistically achievable and deliverable, practical and attainable from the marketplace in terms of resources and technology come implementation phase which is outside the scope of this contract.
- ii. A baseline report that includes the status of existing water and renewable energy infrastructure (and Operations & Maintenance (O&M) arrangements) and impact on education, health and disease control and agriculture sectors including nutrition, scale of infrastructure potential to improve community and institutional adaptive capacity¹⁷. The baseline should also look at other underlying social, demographic and political issues.
- iii. A comprehensive report that provides an understanding of marginalised people including people living with disability, women, the elderly and youth and outline the level of exposure to climate change and how that affect their access to health, education and ability to participate in economic activities. The feasibility should assess and clearly demonstrate how the proposed intervention would make them more adaptive to climate shocks and improve their well-being.
- iv. The supplier shall provide Engineering/Technical designs/drawings and specifications for the harsh-climate resilient infrastructure and affected surrounds including Method Statements/Technical Notes from the Engineer/Architect (as applicable) to be detailed therein or to be provided as an addendum in relation to the execution of the key and associated works required in preparation for, facilitation of, and execution of the installation of the infrastructure.
- v. The supplier will also explain what the specific, localised harsh climatic conditions being experienced are for each proposed intervention.
- vi. The supplier will also explain how each of the proposed water and renewable energy infrastructure equipment/items is resilient to those localised harsh climatic conditions.
- vii. The supplier will also provide detailed, Estimated Bills of Quantities (BOQs) for proposed works on water and renewable energy infrastructure and/or proposals for Operation & Maintenance strengthening on existing infrastructure. This will also contain recommended Maintenance regimes being recommended and will differentiates between the provision of detailed Preventative Planned Maintenance requirements which the Supplier may be recommending and Repairs (both immediate repairs and estimate of future repairs).
- viii. The supplier will also provide estimated lifespans for the infrastructure (both existing and new) and therefore take this into account in terms of whole-life support and costing for each piece of infrastructure.

¹⁷ Ability of institutions to respond to climate shocks for example having resources, infrastructure, technical expertise needed to deal with these shocks

- ix. Where the supplier deems any existing infrastructure to be Beyond Economical Repair this should be stated and the reasons why including estimated costings as applicable.
- x. The supplier shall provide Maps with vulnerability classification and ideal interventions.
- xi. Risk analysis report
- xii. Stakeholder /institutional analysis in each of the sectors and analysis of factors that are helping or inhibiting energy and water investment and functionality.
- xiii. A detailed budget/cost of each of the possible delivery options including through-life support costs supported by expenditure-type descriptions for the estimated longevity/lifespan of each water and renewable energy infrastructure item. The estimated lifespan of the infrastructure should be explained to make clear whether this is the manufacturer's estimate (and what level of yearly usage/consumption/operation/throughput this is based upon - as applicable) and whether the feasibility study supplier has altered this estimate in any way to account for risk of possible over-usage (if applicable) or due to risk of premature perishability from harsh climatic conditions.

A weighted scoring system in table 1 below will be used to assess the supplier performance. It is based on the above key considerations. As part of their commercial bid, suppliers will be asked to propose the amounts that they are prepared to put at risk for successful delivery of each of the key deliverables as follows:

- 1st quarterly progress report
- Interim progress report
- 2nd quarterly progress report
- Draft final feasibility report
- Substantive final feasibility report

The supplier's performance shall be assessed against meeting expectations set out in the schedule of key deliverables in Table 2.

Table 1: Weighted scoring system

Scoring Methodology	Scoring	Total Score Achieved	Suggested % Core Team Costs withheld
Serious Underperformance Consistently below requirements	1	0-199	Full % risk share withheld
Underperformance Often below requirements	2	199-299	Three quarters of % risk share withheld
Less than Satisfactory Sometimes performs below requirements	3	300-399	Half of % risk share withheld
Satisfactory Mostly meets requirements	4	400-499	Quarter of % risk share withheld
Good Performance Consistently meets requirements	5	500-599	Full Payment
Exceeding Performance Meets and often exceeds requirements	6	600-699	Full Payment

Outstanding Performance Consistently exceeds requirements	7	700	Full Payment
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6.0 Reporting

The supplier is required to meet the following reporting requirements. Specific reporting dates are provided in the schedule of deliverables in section 12. The supplier will discuss and agree with FCDO Zimbabwe on the reporting formats.

6.2 Quarterly progress report that gives an update on feasibility study progress. This is important to assess whether the feasibility study is on track or not and to make any possible changes that will ensure the feasibility study is successfully delivered.

6.3 Interim progress report – Given the dynamic and sometimes volatile operating context in Zimbabwe, an interim report that shows preliminary findings is required. This will help FCDO to respond to emergencies that may arise. The interim report is required six months after contract award.

6.4 Final feasibility study report – This is the final reporting product for this feasibility study. The supplier shall submit a draft final feasibility report to FCDO Zimbabwe for review. It shall be validated by all key stakeholders before it is adopted as a final report. At FCDO Zimbabwe's discretion, the Draft Report may therefore require amendment by the supplier before substantive submission to FCDO Zimbabwe.

7.0 Environmental Considerations

The supplier is required to take due care and ensure all the feasibility study work does not negatively harm the environment nor contribute to drivers of climate change. If in any case, the works involved disturb the environment, ecosystem or natural habitats, an environmental impact assessment should be done, and appropriate mitigation measures should be put in place.

8.0 Safeguarding Considerations

The supplier must have safeguarding policies and procedures, in accordance with the Terms & Conditions of Contract, that ensure that children, regardless of their age, gender, religion or ethnicity, are protected from harm as a result of this work. The supplier will ensure that all communities involved in this work are protected from any form of violence, exploitation, and abuse. This includes sexual, physical, emotional violence and financial exploitation.

9.0 UK Aid Branding

The supplier should acknowledge funding from the UK government in broader communications and have a UK Aid logo in all products related to this work.

10.0 Transparency

FCDO requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-agencies and partners.

It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this to FCDO Zimbabwe when required – further International Aid Transparency Initiative (IATI) information is available at <http://www.aidtransparency.net/>

11. Delivery Chain Mapping

The supplier is required to lay out a Delivery Chain map that identifies and captures, in visual form, the name of all partners and supply chain members involved in delivering this feasibility study. The delivery chain map must show how funds will flow and the responsibilities at each tier of each partner and/or supply chain member. The delivery chain map should be submitted as part of the inception report.

12.0 Timeframe and Budget

12.1 Feasibility duration

The feasibility study in entirety must be completed by the supplier in a period not exceeding 12 months from award date of contract. The following section sets out the timeframes for key deliverables throughout this period.

Table 2: Schedule of Key Deliverables

Deliverable	When
1 st Quarterly Progress report	End of Month 4
Interim progress report	End of Month 8
2 nd Quarterly Progress Report	End of Month 11
Draft Final feasibility study report	Beginning of the 14 th Month
Substantive Final feasibility study report	A month after the 14 th month

Please note, payment to the supplier will only be made upon satisfactory completion/delivery of these key Deliverables* specified above within or by the required completion timescales stipulated above.

*Other than for delivery of the Draft Feasibility Study Report which, whilst being a key deliverable requirement by or before the required timescale cited above, will not be a key payment point. In relation to the Final Feasibility Study Report specifically, payment for this will only be made to the contractor upon receipt of the Substantive Final Feasibility Study Report in accordance with the timescales cited above.

12.2 The total budget for this feasibility study is £969,527 inclusive of all taxes.

12.3 The supplier shall commit to being fully prepared in the event any decision(s) is made to scale up (increase) or scale down (decrease) the scope of the programme and that includes outputs, programme activity, time and budget. If for any reason there is need for an extension, the supplier shall send an official request to FCDO Zimbabwe, specifying the rationale, additional time requirements and cost implications.

12.4 Payment structure

- Expenses based on actuals
- Minimum/agreed % of core team costs paid on EACH of the key deliverables (Outputs) based on the weighted scoring system shown in table 1 based on KPIs specified in para 5.3.1 of these ToRs.

13. FCDO co-ordination

The supplier will report to the feasibility task team in FCDO Zimbabwe. The team will be led by the FCDO Zimbabwe Climate & Environment Adviser who will work with other Advisers across the portfolio. Contact details of focal persons in FCDO Zimbabwe will be provided to the successful supplier.

14.0 Duty of Care

14.1 The Supplier will be responsible for their own safety and well-being and Third Parties affected by the suppliers' activities under this contract, including appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property.

14.2 FCDO will share available information with the Supplier on security status and developments in-country where appropriate. Travel advice is also available on the FCO website and the Supplier must ensure it (and its personnel) are up to date with the latest position.

14.3 The Supplier must develop their Tender based on being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by FCDO (see Annex 1 of this ToRs). The Supplier must confirm that:

- They fully accept responsibility for Security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have capability to manage their Duty of Care responsibilities throughout the life of the contract.

Acceptance of responsibility must be supported with evidence of capability and FCDO reserves the right to clarify any aspect of this evidence. In providing evidence, the supplier should consider the following questions:

- Have you completed an initial assessment of potential risks that demonstrates your knowledge and understanding, and are you satisfied that you understand the risk management implications (not solely relying on information provided by FCDO)?
- Have you prepared an outline plan that you consider appropriate to manage these risks at this stage (or will you do so if you are awarded the contract) and are you confident/comfortable that you can implement this effectively?
- Have you ensured, or will you ensure that your staff (if any), are appropriately trained (including specialist training where required) before they are deployed, and will you ensure that on-going training is provided where necessary?
- Have you an appropriate mechanism in place to monitor risk on a live / on-going basis (or will you put one in place if you are awarded the contract)?
- Have you ensured, or will you ensure that your staff (if any) are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- Do you have appropriate systems in place to manage an emergency / incident if one arises?

15.0 GENERAL DATA PROTECTION REGULATION (GDPR)

15.1 Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Annex 3.

16.0 COMPLIANCE WITH COUNTER-TERRORISM LEGISLATION¹⁸

¹⁸ <https://www.gov.uk/government/publications/operating-within-counter-terrorism-legislation>

16.1 As per the latest draft policy statement and the interim guidance, FCDO's obligations under the legislation are set out below. They apply to suppliers to:

- Identify your partners
- Keep appropriate records
- Identify risks and be clear about the process for escalating risks
- Develop good relationships with your partners
- Report any suspicions and incidents to the counter-fraud and whistle blowing unit

16.2 FCDO programme implementers and partner agencies are responsible for:

- Being aware of the legislation and their responsibilities
- Being aware of and vigilant to the potential risks of terrorism.
- Ensuring their funding, assets and other resources cannot be used for activities that may or may not appear to be used to support terrorist activities.
- Supporting strong governance arrangements, financial controls and risk management policies and procedures that fit their needs. This will provide better safeguards against a range of potential abuse, including terrorist abuse.
- Keeping FCDO informed of evolving risks and reporting any incidents immediately to FCDO
- Reporting any suspicions to the police. This is a legal requirement.
- At a minimum, partners need to be aware of which Syrian organisations are designated terrorist organisations (DTO) under CT legislation.

16.3 In addition to compliance to CT legislation, the supplier will also be required to adhere to all other relevant UK and EU legislation.

17.0 **CONFLICT OF INTEREST**

Any Supplier who undertakes the Feasibility Study will be exempt from bidding for any potential future overarching Programme(s) which relates to the outcome of this study.

18.0 **DISABILITY AND INCLUSION:**

The Supplier shall outline in their proposal how they intend to design, develop and implement the project in ways that consider the needs and capabilities of people with disability and other vulnerable groups.

19.0 **DIGITAL:**

Suppliers that receive funding from FCDO must follow UK Government's and FCDO's standards for the use of digital in international development programmes. Details are available here: www.gov.uk/government/publications/guidance-on-digital-spend-advice-and-controls-for-FCDO-partners-and-suppliers

ANNEX 1 – FCDO OVERALL PROJECT/INTERVENTION SUMMARY RISK ASSESSMENT

Country: ZIMBABWE
Date of assessment - as at: January 2020
Assessing official: FCDO

Theme	FCDO Risk score
	National
OVERALL RATING ¹⁹	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

¹⁹ The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.

Annex 2: Proposed feasibility questions to be answered for each of, up to 3, feasibility-study- supplier-proposed ‘intervention’ options/projects:

Technical feasibility

- i. What are the climate risks in and how are they affecting people and their livelihoods?
- ii. Would investing in climate resilient water and renewable energy infrastructure help them to adapt to identified climate risks and if so, how?
- iii. What are the most appropriate climate resilient water and renewable energy technologies required to strengthen climate change adaptation capacity, particularly in education, health and agriculture sectors?
- iv. Are there appropriate technical skills, tools, materials or equipment to deliver renewable energy and water infrastructure that is both climate resilient, enabling them to have uninterrupted access to and use of water and renewable energy infrastructure to help people to cope with effects of climate change?
- v. Who are the most vulnerable people in targeted areas who could easily be excluded or harmed by the proposed interventions and how they will benefit from the intervention?

Geo-political feasibility

- vi. Is the proposed project consistent with Government of Zimbabwe policies on climate, energy, water and infrastructure development?²⁰
- vii. Are existing Government of Zimbabwe policy and regulatory frameworks in water, renewable energy and climate change strong enough to ensure key human and economic development sectors are better prepared to respond to climate shocks?
- viii. Where and how can the UK funds get more impact through the feasibility study supplier’s proposed intervention?

Resource/financial feasibility

- ix. Has the proposed programme been allocated enough time and financial resources required to deliver the scope of works?
- x. Would the proposed intervention create incentives for working more with the private sector and attract more donor funding?
- xi. Are there sustainable climate financing mechanisms in place in Zimbabwe or the wider, neighbouring region to fund ongoing and future work on climate change? What are realistic climate financing mechanisms that can best be developed in Zimbabwe? What role can international, domestic financial institutions, the private sector and development partners play in ensuring sustainable climate financing in Zimbabwe.

Management feasibility

- xii. Is the selected delivery partner capable of delivering the identified scope of works?
What is the role of relevant Government of Zimbabwe ministries in the proposed programme²¹ and how can we ensure government and community ownership going forward both post-installation or post-through-life support period of the infrastructure lifespan?

²⁰ These are readily available on internet for bidders to review

²¹ Intervention to be used to address the problem identified in the Business Case

Annex 3: GENERAL DATA PROTECTION REGULATION (GDPR)**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> <p>1) 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 necessary for the administration and/or fulfilment of this contract.</p>
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data [and Special Categories of Personal Data]	
Plan for return and destruction of the data once processing complete.	(UNLESS requirement under EU or European member state law to preserve that type of data)