Call-down Contract

Terms of Reference

Service Provider (SP) for the Kenya Extractives Programme (K-EXPRO)

1. Introduction

1.1 DFID Kenya is seeking a Service Provider (SP) to provide programme management and administration support to the Kenya Extractives Programme (K-EXPRO). The programme includes a challenge fund which will also be managed by the SP under one of the components. The programme seeks to reduce poverty in Kenya by facilitating inclusive and sustainable economic development in the extractives sector including both mining and petroleum. Expected results include; better governance and business environment, localised development and inclusive approach to human resources and domestic service provision ("local content") in the extractive sectors in Kenya.

1.2 The Terms of Reference outlines a programme being implemented in a dynamic and uncertain environment. In addition, it is anticipated that there will be a six month inception period during which the implementation workplan and related logframe will be finalised and agreed. Further, 5% of the budget will be ring-fenced for activities/interventions to be determined at a later stage, to improve the implementation of the programme.

1.3 Table 1 below summarises key information on this contract.

Contract Key Information	
Contract Value	£15,000,000
Duration	5 weeks mobilisation, 6 months of inception and 46 months of implementation.
Breakpoints	The contract will have two breakpoints: one between the inception and implementation phases, and the other midway into the implementation phase.
Bidding scope	Bidders expected to bid for all five (5) K-EXPRO components.

2. Objective

2.1 The objective of this assignment is three-fold:

i. To provide programme management services for all components of the K-EXPRO, namely: the *Institutional Strengthening; County Engagement Platforms; Transparency and Social Accountability; Private Sector Development;* and *Stakeholder Maps.*

ii. To support DFID Kenya to monitor and steer all the components of K-EXPRO, as well as coordinate interventions under K-EXPRO with other programmes in the extractives industry in the country and region by DFID and other development partners.

iii. To build the capacity of local Kenyan institutions for sustainable economic development.

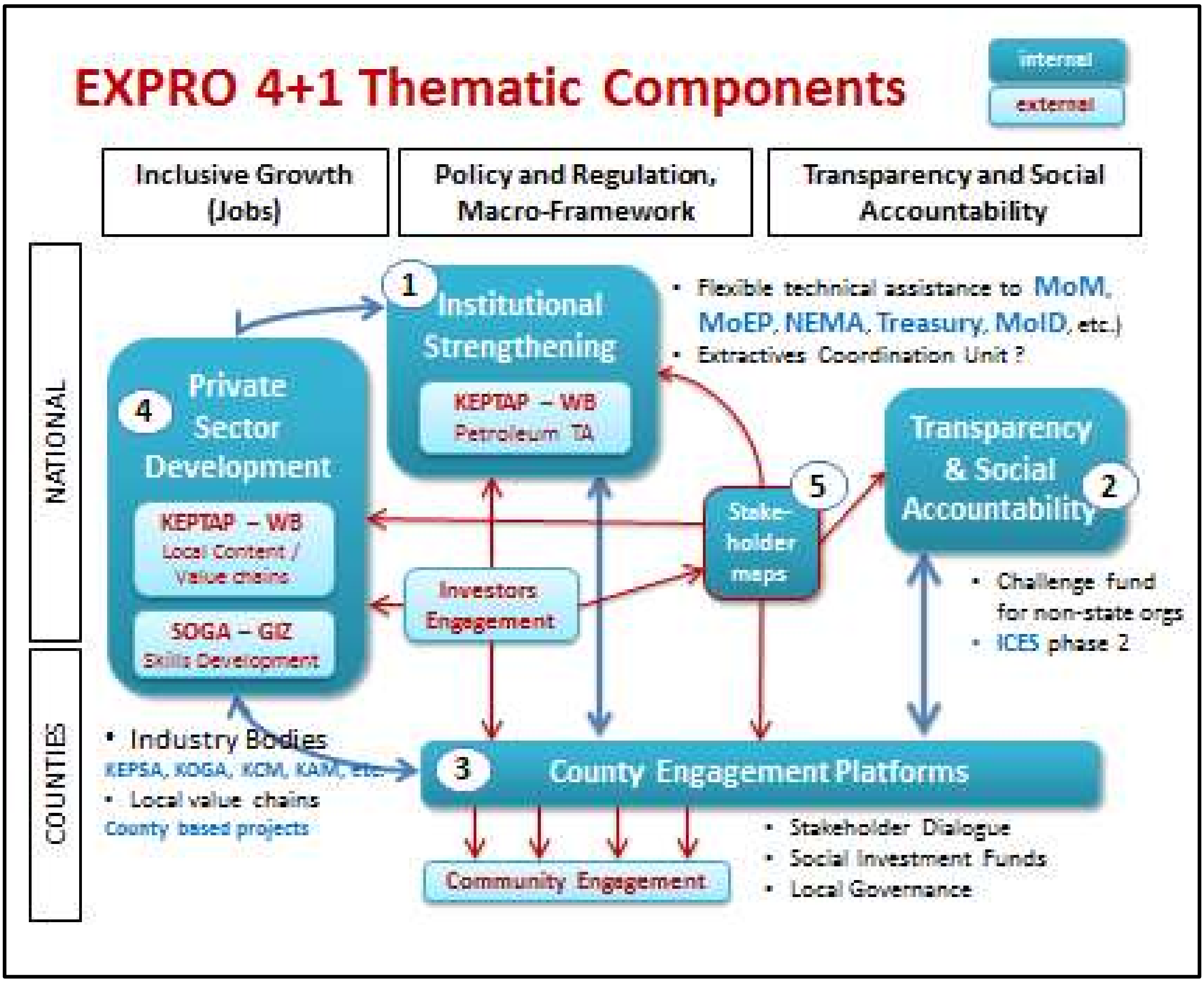
3. Recipient

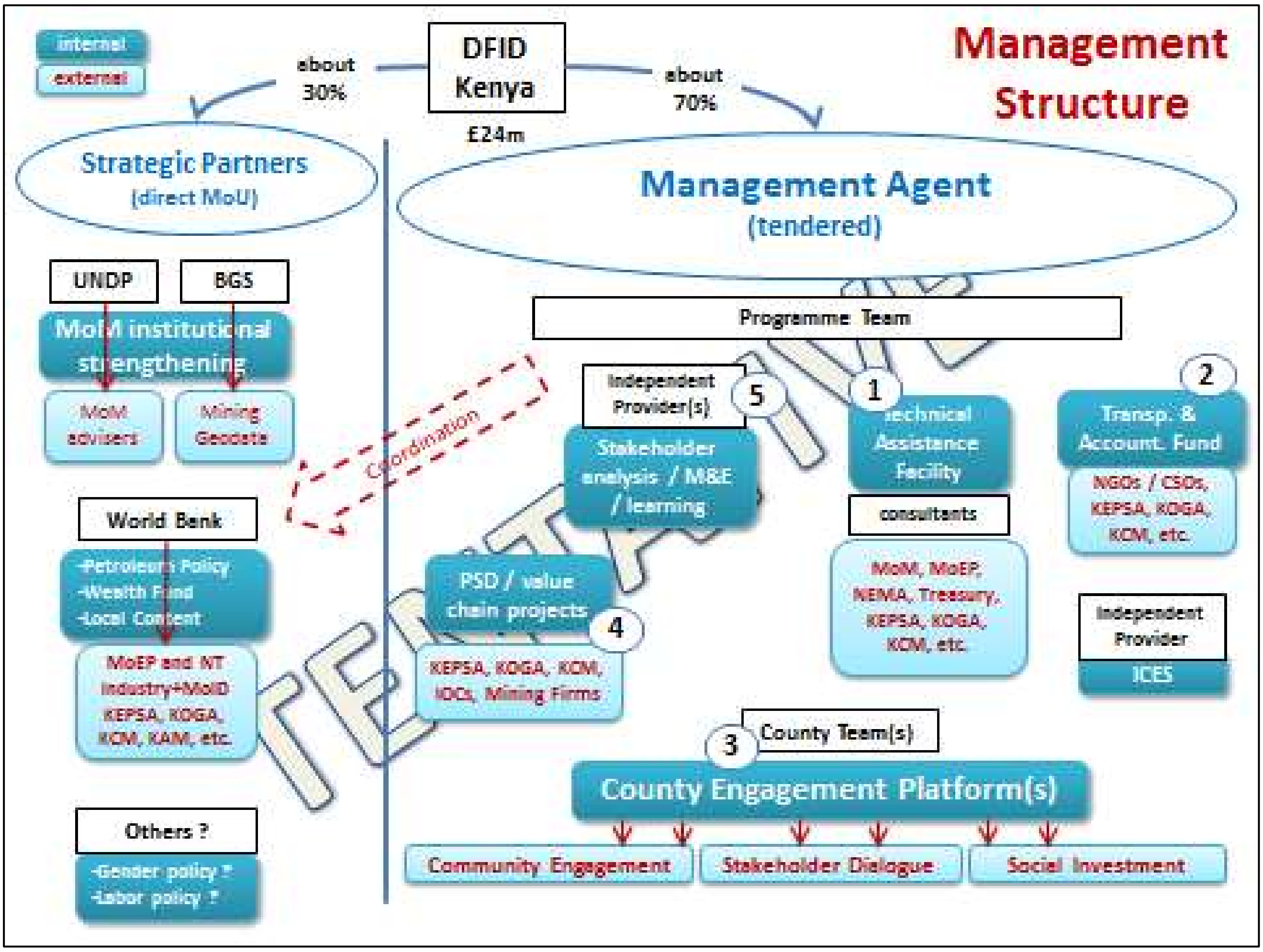
3.1 The primary recipient of services under this assignment is the Government of Kenya institutions and Kenyan private sector and non-state actors, while DFID Kenya is the secondary beneficiary.

4. Scope

4.1 The SP will manage the implementation of the five (5) thematic components of the K-EXPRO. The five components are related to each other and to relevant interventions external to the programme as per the diagrams below. The SP will also support DFID Kenya in coordinating the work under these five components with a small number of strategic partnerships that K-EXPRO will activate with multilateral (UNs, WB) or UK Government agencies

The following charts illustrate the thematic set-up of the five components and the relevant management structure that the SP will have to put in place.





4.2 Bidders are encouraged to include in their proposals appropriate operational mechanisms to ensure consistency of approach, coordination, links and cross-learning between the various parts and components of the programme. However they are also encouraged to propose arrangements to maximise development opportunities for each component – avoiding that delays or problems in one affect progress on others.

4.3 Bidders should propose, for each component or all of them together, if they would entirely contract out to others the provision of assistance and relevant technical consultants or how much they would provide them directly. They should also clarify what mechanisms they will have in place to avoid conflict of interest when they manage and implement at the same time[1] (agent-principal issue).

4.4 Bidders are encouraged to propose, for each component or all of them together, what would be the most effective contractual / remuneration arrangement (input based, output based, results based, incentive on performance, etc.) to maximise development outcomes and as much as possible align incentives for DFID Kenya, counterparts or beneficiary organisations and the SP and other implementers. These arrangements should allow as much as possible

[1] Private organisations are not bound by EU regulations; however the expectation is in our instructions that because they are spending UK aid monies then they must do this in an open and transparent process.

maximising of results, but at the same time keep high flexibility to adapt to counterparts demands and to findings of the regular stakeholder maps.

4.5 Bidders are encouraged to propose suitable mechanisms to support DFID Kenya steering of the programme and management and coordination of the associated institutional relations, K-EXPRO's other strategic partnerships and other engagements across the extractives industries, for example, by allocating key senior programme coordination staff to work part time with DFID Kenya advisers and programme management staff.

The expected outputs for each of the five thematic components are further described in Table 2 below.

Component	Activity[2]
1 Institutional Strengthening	i. Procure, manage and monitor long term and short term technical assistance to Government of Kenya institutions[3] that are relevant to the extractives industry and approved by DFID, e.g. line ministries such as the Ministry of Mining (MoM) and the Ministry of Energy and Petroleum (MoEP), the National Treasury, the Ministry of Environment and Natural Resources, the National Environment Management Authority (NEMA), etc. ii. Design a robust framework that will enable the technical assistance facility to adequately respond and effectively adapt to needs and requests from Government counterparts. Design robust criteria for allocation of resources. iii. Discuss with each counterpart[4] clear governance guidelines for the technical assistance and advise DFID Kenya on their endorsement. Work with beneficiary institutions of the technical assistance to produce realistic work plans and budgets. Agree with beneficiary institutions on reporting requirements. iv. Support DFID and, if appropriate, the beneficiary institutions to coordinate K-EXPRO technical assistance with other support received by the beneficiary institutions from other development partners. v. The SP will maintain technical ownership of the technical assistance facility which will include overseeing, managing and evaluating the performance of the

[2] Deliverables for each component and activity will coincide with logframe outcomes and outputs respectively. As the programme is designed as adaptive and flexible to opportunities and risks, the logframe will be confirmed at inception and revised on a regular basis as outlined in the business case.

[3] These have also been referred to elsewhere in the document as "government counterparts" and "beneficiary institutions".

[4] For example, line ministries such as the Ministry of Mining (MoM) and the Ministry of Energy and Petroleum (MoEP), the National Treasury, the Ministry of Environment and Natural Resources, the National Environment Management Authority (NEMA), etc. But others may become relevant during the course of the programme to address emerging opportunities.

	beneficiary institutions. However, for each activity identified under this component, consultations will be conducted with and endorsement sought from DFID at all key decision points. The SP will also work closely with DFID to manage relationships with the counterparts, but DFID will retain final responsibility on the relations with Government of Kenya institutions. Possible outcomes for this component include:- • Improved governance of oil & gas / mining industries. • Investor-friendly oil & gas / mining policy implemented. • Improved transparency of oil & gas / mining industries.
2 Transparency and Social Accountability	i. Identify and discuss with DFID the shape and governance of a challenge fund to provide demand-driven support to civil society organisations, industry bodies and other non-state actors to enhance social accountability of petroleum and mining industries and to respond to emerging opportunities towards revenue monitoring and transparency schemes. ii. Set up and manage the challenge fund, expected to be a minimum of £3.6 million. This should, at least, include: development of guidelines and assessment criteria for proposals; management and evaluation of calls for proposals; due diligence assessments on proposed recipients; scheduling, disbursement and reporting of agreed funds; provide DFID with appropriate reporting and monitoring support.[5] The SP will develop ToRs in consultation with DFID for sourcing services to support manage the challenge fund and invite bidders to tender; an oversight board (which includes DFID) will be constituted to review and evaluate the bids. iii. Coordinate activities of the different grantees as well as identify opportunities for synergetic working with other initiatives by other development partners and provide or support the development of a forum for stakeholders to share experiences and learn lessons. iv. Support the sustainability of the Information Centre for Extractives Industry (ICES) services, including undertaking a needs analysis to determine the scope for intervention, and funding strategy to ensure sustainability. A possible outcome for this component is:- • Improved transparency of oil & gas / mining industries.
3 County Engagement	i. Support dialogue and development platforms in selected counties[6], starting with Turkana County on

[5] Composition and roles in the challenge fund panel will be proposed by the SP but will certainly include DFID (plus any other donors if applicable) and a fair representation of sector stakeholders.

[6] Success criteria will be determined during inception depending on the counties prioritised and the views of relevant stakeholders e.g. quantity and quality of community consultations, quality and quantity of social investment coordinated between international companies and county governments, quantity of

	Platforms	communication and community engagement in oil exploration areas, and at least one county where mining – at any scale[7] – is an important part of the economy. Define criteria and identify suitable institutional interlocutors to expand this component to other counties. ii. Identify opportunities in the target counties for social investment/local development funds to be funded by corporate funds and/or extractives revenue allocations. Work with local stakeholders (counties, investors, private sector, communities, and civil society organisations) to pursue the most promising opportunities in order to: a) support development projects on the ground and b) foster multi-stakeholder dialogue within the selected counties. iii. Support coordinating sector relationships between county level stakeholders and national level stakeholders. iv. Set up, if appropriate, a county engagement team to manage all the above. This team should include local expertise and shall be locally resident. A possible outcome for this component is:- • Communities reap inclusive economic benefit from oil & gas / mining and are supportive of relevant investment and investors.
4	Private Sector Development	i. Engage with investors and investor industry bodies, in consultation with DFID, develop clarity about political economy and investment issues affecting the sector. ii. In consultation with DFID and other stakeholders, design, procure, manage and monitor projects that will increase competitiveness of local suppliers to oil & gas / mining industries and support structured linkages between investors and local suppliers. iii. In consultation with DFID and other stakeholders, design a robust framework of projects that would improve employability of local workers in the extractives sector. iv. Coordinate K-EXPRO private sector development support with similar initiatives, including support from other development partners. Possible outcomes for this component include:- • Increased competitiveness of local suppliers to oil & gas / mining industries. • Improved coordination and linkages between investors and local suppliers. • Better employability of local workers.

social investment appraised and implemented with the participatory process, etc.

[7] This could be for example counties along the oil export pipeline route or coastal counties like Taita Taveta or Kwale.

5 Stakeholder Maps	i. Deliver a baseline mapping of position, interests and influence of stakeholders relevant for oil and gas and mining in Kenya at, and between, all levels of government, including at community level for priority counties for the county engagement component. ii. Design, in discussion with DFID Kenya, a framework to deliver bi-annual updates of the mapping, balancing the need for independence from programme management and the need to steer it to better harness opportunities and mitigate risks. iii. Deliver bi-annual updates of the stakeholder maps and produce learning products to help DFID Kenya to use the findings in the steering of the programme and to disseminate the learning, as appropriate. iv. The mapping should use as much as possible existing information and analysis, including grey literature and informal communications, but interpretation should be tailored to DFID Kenya use in steering the detailed design and implementation of K-EXPRO.

In order to implement the programme, the SP will do the following:

i. Maintain financial oversight of programme funds and ensure compliance with financial management regulations.

ii. Coordinate activities of the different components as well as identify opportunities for synergetic working with other initiatives by other development partners.

iii. Ensure that gender and conflict sensitivity are taken into account in the design, implementation and monitoring of the programme.

iv. Ensure that value for money (VFM) is taken into account in the design, implementation and monitoring of the programme learning from best practices of VFM in extractives programming.

5 Monitoring and Evaluation (M&E) of K-EXPRO

i. Review and fully develop the K-EXPRO results framework / logframe and a programme implementation plan.

ii. Develop a common results-based M&E framework based on the K-EXPRO logframe.

iii. Appoint dedicated M&E staff to support and monitor programme performance and results.

iv. Provide overall quality assurance of the programme, develop a formal knowledge management system where good practices and lessons learnt are maintained and shared with linkages to component 5 – Stakeholder Mapping.

v. Prepare and maintain up-to-date sector and programme risk matrices which shall be submitted to DFID together with the biannual progress reports.

vi. Prepare and maintain an up-to-date asset register that shall be shared with DFID annually.

vii. Coordination of regular field visits (in the selected counties[8]) and involving counterparts (including DFID) as much as possible during such visits.

viii. The bidders are encouraged to propose their best solution to coordinate and integrate K-EXPRO's M&E and learning functions with the Stakeholder Maps component.

6 Implementation requirements

6.1 Inception Phase (from 1st November to 30th April 2017, 6 months)

During this period the SP will be expected to deliver, but not exclusive to the following:

i. Prepare, at inception, and submit to DFID Kenya a validation of the theory of change and a full programme logframe, in line with DFID standard requirements and stated objectives. The theory of change and tentative logframe are contained in the business case.

ii. Open and maintain a funds account, and prepare quarterly reports of disbursements and accounts for reporting to DFID Kenya.

iii. It is foreseen that evaluation may be required in the course of the delivery cycle to bridge evidence gaps in the theory of change, as well as to inform decisions over scale up or spin off. Details on this will be shaped during the inception and implementation of the programme.

iv. Prepare – in consultation with relevant stakeholders – and timely submit to DFID for endorsement the programme delivery plan and its quarterly updates. The programme schedule may include an inception phase, subsequent yearly schedules, breakpoints for formal review and decisions, and a final or exit phase. Phases, milestones and related performance requirements may be tailored to the five programme components to account for possible different pace of implementation. The schedule will detail when and how the Service Provider will be expected to deliver, and must be aligned to the DFID Smart Rules, found at https://www.gov.uk/government/publications/dfid-smart-rules-better-programme-delivery

v. Prepare and maintain up-to-date sector and programme risk management tool, in line with DFID requirements, to be submitted to DFID Kenya together with the quarterly summary progress reports. This part of the work might be considered to be linked to the stakeholder maps component.

vi. Provide overall quality assurance of the programme, develop a formal knowledge and learning management system where good practices and lessons learnt are maintained, shared by partners and eventually disseminated to concerned actors and to the public. This part of the work might be considered to be linked to the stakeholder maps component.

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[8] As foreseen in the business case and detailed above, the target counties will be identified during the inception phase and possibly reviewed afterwards to adapt and respond to changing circumstances and opportunities for maximum impact and value for money.

vii. Detailed work plan and budget for the 4.5 years, and an indicative annual rolling budget setting out the main tasks and the cost of activities.

viii. Mechanism to review and approve the work plan and budget.

ix. Consultation record with the relevant counterparts and coordination plan for the different components.

x. VFM strategy: the SP will need to put in place budget and M&E systems internally.

xi. Communication strategy.

xii. Carry out all inception activities for each of the five components as outlined in Table 2 above, including initial engagement at the county level.

xiii. An actionable inception report that will include key lessons learnt and a proposal for implementation.

6.2 Implementation phase (from May 2017 to February 2021)

This phase is subject to satisfactory delivery of the inception phase and agreement on costs and proposal for implementation. The implementation phase will start immediately after the inception phase. In this phase, the SP will be expected to deliver, but not exclusive to the following:

i. Prepare – in consultation with relevant stakeholders – and timely present to DFID Kenya quarterly summary progress reports (narrative and financial) and detailed annual progress reports (narrative and financial), against the programme logframe. Format and timing of annual reports should be aligned with DFID annual review requirements. All plans and reports should be publishable and regularly published, with least possible motivated exceptions (e.g. for sensitivity or confidentiality). Any exceptions to publication will be determined in consultation with and approved by DFID.

ii. Prepare all necessary reporting and provide inputs and facilitation for DFID annual reviews as required by the Smart Rules.

iii. Ensure that funds are properly spent on agreed activities, quality requirements are met, and expenditure statements from those in receipt of funds are accurate.

iv. Carry out all implementation activities for each of the five components as outlined in Table 2 above.

6.3 Performance management

DFID will assess the performance of the SP against agreed workplans and results. Performance will be assessed through DFID annual reviews and other standard measures. DFID will also track performance and budget execution through: monthly and quarterly narrative and financial reports (including forecasting); quarterly and annual performance reviews.

Bidding suppliers are expected to propose Key Performance Indicators (KPIs) that can be monitored to demonstrate value for money and performance of the contract as part of their proposal. These will explain how they proposed to achieve identified outputs. Discussion around how KPIs can be developed, adapted and best utilised for the needs of the programme will be an essential aspect of the Inception Plan.

DFID will:

i. Agree with the SP a work schedule with milestones and KPIs.

ii. Track performance and budget execution through narrative and financial reports submitted according to an agreed schedule, and as part of annual reviews.

iii. Ensure that the SP has quality assurance procedures in place to ensure services are fit for purpose.

iv. Assess the SP's performance and whether the performance is good enough to ensure the achievement of impact through light-touch six-monthly Performance Contract Reviews.

v. Use KPIs throughout inception and implementation to judge the SP's performance and to provide the criteria for the payment of invoices.

vi. Commission a mid-term review and project completion review, through independent providers, to assess the responsiveness of the programme to context, determine the need for an alternative approach, determine whether the programme will have delivered against the logframe, and determine the lessons learnt for future programming.

vii. Directly coordinate grants with strategic partners e.g. the World Bank, UNDP and the British Geological Survey (BGS). These partners will maintain with DFID separate contractual and reporting responsibilities, however, they will agree that DFID can decide to be represented by the SP for coordination functions. Moreover the SP will consolidate reports, meeting minutes or aide memoirs from these strategic partners in K-EXPRO's overall reporting.

6.4 Timeframe

The Supplier will be contracted for a period of 4.5 years (including inception phase). Work is expected to commence on 26^{h} September 2016 and completed by 28th February 2021. With a 5 week mobilisation phase, six month inception phase and 46 month implementation phase.

The programme is expected to adapt to a changing context as the extractives sector develops and to deliver economic benefits. Progress and performance of the initial programme may therefore lead to a later scale up/downsizing and/or to spinoff programmes of support for private sector development, county engagement and community development, and institutional strengthening or transparency and accountability.

Any future scale up to extend the contract will be based on the annual review recommendations and availability of budgets. Any such extension(s) shall be considered however, DFID shall reserve the right to examine and evaluate any extension proposal with a view to ensuring value for money including, Terms of Reference (outputs/deliverables) and associated costs.

6.5 Break points

i. The contract will be assessed to review performance of the SP at the end of the inception phase and on an annual basis thereafter, in line with DFID's annual review cycle for K-EXPRO. Progression from one period to the next will be subject to satisfactory performance of the supplier, and the continuing requirement of the services. The contract will include two break points: the first will fall between the end of the inception phase and the start of the implementation phase; the second will fall mid-way into the implementation phase, and will be informed by the mid-term review of K-EXPRO. Progression of programme delivery will be subject to acceptance of mid-term review, proposed work-plans and budgets, which will form the basis for seeking ministerial approval to proceed and utilise any unspent budget beyond the approved business case end date of December 2019.

ii. The programme is expected to adapt to a changing context as the extractives sector develops and to deliver economic benefits. Due to its duration, the contract must have adequate provision for variation to adapt to changes that occur during the life of the programme. Following DFID reviews, DFID shall reserve the right to request changes to the contract, including the services, the Terms of Reference and the contract price to reflect lessons learned, changes in circumstances, policies or objectives relating to or affecting this programme.

7 Reporting

7.1 Submit to DFID accurate invoices by the 15th day of each month and monthly financial forecasts by the 18th day of each month.

7.2 Prepare and submit to DFID, quarterly summary progress reports (narrative and financial) and detailed biannual progress reports (narrative and financial), against the programme logframe.

7.3 Facilitate DFID's annual reviews, supporting the completion of annual review reports and project completion report in DFID format.

7.4 Provide timely response to other requests as may come from DFID from time to time.

8 Governance

8.1 The SP will report to the DFID Kenya Senior Responsible Owner for K-EXPRO, the Extractives Adviser and the Senior Programme Officer.

9 Constraints and Dependencies

9.1 The SP will be required to have an operating office in Nairobi with qualified full time staff and equipment to co-ordinate all components of K-EXPRO and procure or directly manage all its parts and components. Depending on the structure of the management and coordination arrangements, key staff will be required to work part time with DFID Kenya Sustainable Economic Development team.

9.2 The approach to the establishment of the projects within each component will include, but not limited to, reviewing management practices of similar programmes/funds, but the SP will be relied upon to use their own expertise to determine best practice as well as the most efficient and cost-effective mechanism within which the project can be established and within a reasonable timeframe as agreed with DFID.

9.3 The projects within each component will operate in such a way as to harness the project management and administrative capability of existing, capable entities that have a mandate to engage in the extractives sector in Kenya. For example, the programme may co-finance other donor programmes where there is clear added value or reduction of transaction costs from K-EXPRO involvement. This could be that DFID requests the SP to manage the funds through a particular recipient body.

9.4 Due to the urgent need to begin implementing certain aspects of the K-EXPRO, DFID is already in contact with, and may go ahead to contract a few organisations to begin implementation. Once on board, any such on-going contracts and grant arrangements will be coordinated within the context of the agreed supplier coordination mechanism (see paragraph 6.3 (vii)).

10 Key Working Principles

10.1 The SP is encouraged to assemble the best mix of skills to deliver the K-EXPRO programme. The SP will establish a Programme Implementation Unit in Nairobi and county level presence where appropriate. Given the objective to create local capacity through skills transfer, DFID expects that the SP considers a mix of international and local Kenyan staff at all levels in the management structure. In cases where the SP is a consortium of two or more agencies, the inclusion of local Kenyan agencies in the consortium will be highly desirable.

11 Value of the Programme

11.1 The entire K-EXPRO value is £24 million out of which DFID will commit £9 million with selected multilateral or UK Government agencies. £15 million will be the amount available for component 1 to 5 under this tender including fund management costs and any associated UK or local taxes. 5% of the £15 million will be ring-fenced for other activities/interventions to be determined at a later stage in the contract to facilitate flexible and adaptive programming. The challenge fund is also a minimum of £3.6 million; however bidders are expected to demonstrate VFM while proposing their management fees and allocation of funds within the different components.

12 Transparency

12.1 DFID has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. DFID 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-contractors, 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 DFID – further IATI information is available from http://www.aidtransparency.net/.

12.2 DFID will instruct the SP to publish and disseminate in appropriate forms all knowledge material and reporting produced by or with support from the programme. Exceptions to this requirement in case of confidential or sensitive information (e.g. analysis from the stakeholder maps component, financial reports, commercial sensitive data discussed with investors, etc.) will need to be agreed case by case with DFID. The SP will take all necessary steps with the programme counterparts and direct beneficiaries to make sure they provide their consent to this publication and dissemination policy, or have the opportunity to recommend motivated withholding when appropriate.

13 Background

The UK will contribute up to £24 million between 2015 and 2019 for the Kenya Extractives Programme (K-EXPRO), with the scope to extend if performance is good. This programme is crucial to support Kenya's exit from aid in the next decade. It proposes support to the generation of a tax base that can pay for services, jobs in new industries, export earnings from new products, and reductions in both the likelihood of community conflict and adverse environmental impacts. It proposes a mix of high level technical advice, support to reap local benefits through community engagement, help for new devolved local government to make the most of these new extractive sectors; and for Kenya to extract its resources transparently. Some estimates put the combined potential contribution of extractives developments in excess of 10% of Gross Domestic Product (GDP), which would be equivalent to more than double the full forecast economic rate of GDP growth for e.g. 2016/2017; so a significant contribution is possible if the 'Norwegian' rather than the 'Nigerian' model prevails. The World Bank estimates the investment for petroleum/gas related projects in Kenya at between USD 15 and 18 billion in over less than a decade. This programme will support revenues and foreign direct investment from the extractive sectors to be used for the economic development of Kenyans in an inclusive and sustainable way, and ensure that the associated risks, including on corruption and the environment, are mitigated.

What are the main programme activities?

This programme looks comprehensively at emerging petroleum and mining industries in Kenya and provides four main forms of support.

- Firstly, for better governance, technical assistance is provided to build institutional capacity within national and county level government institutions, with transparency, accountability and protection of the environment and adaptation to climate change as priorities.
- Secondly, support is provided to organisations or coalitions at national level to strengthen transparency and social accountability and to private sector associations to advocate for a better business environment in extractive sectors.
- Thirdly, the programme supports county level dialogue and local development discussions, including with women and youth. This will begin with a pilot in Turkana County, the main location of recent oil finds, but also one of the poorest and conflict prone counties in Kenya.
- Finally, working closely with the existing DFID initiative Skills for Oil and Gas Africa (SOGA), the programme supports a pragmatic approach to "local content", by focusing on the capacity of the domestic private sector to capture foreign direct investment related to extractives and so to generate jobs for poor Kenyans, and wherever possible, jobs for women.

A fifth component is added to the four above to provide regular updates on stakeholders involved in these industries where political and economic sensitivities are so high. This is limited in budget but will provide insights to adapt the programme and our engagement to respond to change, maximise results and reduce adverse effects, including risk of corruption and reputational risk.

Across petroleum and mining, the extractives sector works to longer than five year investment cycles; a case in point is Uganda, which discovered oil in commercial quantities in the Albertine Graben region in 2006 and still has not begun commercial operations. Therefore, it is likely that over a decade of DFID support will be required, to provide interventions that adapt to a changing context as the extractives sector develops and to deliver economic benefits. Depending on progress and performance the initial programme may therefore lead to later scale up and to spin off programmes of support for private sector development, community development, and institutional strengthening.

Full background on the Kenya Extractives Programme (K-EXPRO) is contained in the redacted business case published at http://devtracker.dfid.gov.uk/projects/GB-1-204339/documents/ which is an integral part of this Terms of Reference.

14 Duty of Care

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

DFID will share available information with the Supplier on security status and developments in-country where appropriate.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website https://www.gov.uk/foreign-travel-advice/ and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

Tenderers must develop their Tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID. They must confirm in their Tender Response 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 the capability to manage their Duty of Care responsibilities throughout the life of the contract.

If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your Tender will be viewed as non-compliant and excluded from further evaluation.

Acceptance of responsibility must be supported with evidence of Duty of Care capability and DFID reserves the right to clarify any aspect of this evidence.

The current Kenya risk assessment matrix is attached.

DFID Overall Country Risk Assessment matrix - Location: **Kenya**

Date of assessment & assessing official**: 25 July 2016,**

Theme	**Risk Score**	**Risk Score**	**Risk Score**
	Kenya (excluding areas listed separately)	**Advise against all but essential travel to within 15km of the coast from the Tana River down to the Sabaki River North of Malindi. It covers Lamu County and those areas of Tana River County north of the Tana river itself.**	**Advise against all but essential travel to Mandera, Daadab and Garissa plus anywhere else within 60km of the Somali border (including areas North of Pate Island on the coast)[9] and Eastleigh in Nairobi**
OVERALL RATING	4	5	5
FCO travel advice	4	5	5
Host nation travel advice	Not available	Not available	Not available
Transportation	4	4	4
Security	4	5	5
Civil unrest	4	4	5
Violence/crime	4	4	5
Terrorism	4	5	5
Espionage	4	2	2
War	1	1	3
Hurricane	1	1	1
Earthquake	1	1	1
Flood	3	3	3

[9] **For these areas specific travel advice should be sought.**

See latest FCO travel advice for Kenya

Medical Services	3	3	3

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