

Terms of Reference

Improving Strategy, Policy, and Regulation for East Africa Geothermal Power Investment

A Technical Assistance Facility

Contents

Context	2
Objective	3
The Recipients.....	3
Scope of work.....	3
The Requirements	6
Programme Delivery	7
Planning and Programming	7
Screening and Approval.....	8
Provision of services.....	9
Governance of Facility by DFID and other stakeholders.....	10
Outputs to be delivered by Supplier	10
Inception Phase (months 0-6).....	11
Implementation Phase.....	12
Reporting Outputs	13
Transparency and intellectual property rights	14
Contract Duration.....	14
Contract Management.....	15
Duty of Care	15

Context

1. The lack of reliable electricity is a constraint to African growth – now and in the future. Without investing in energy, growth will be lower and prospects for poverty reduction reduced. The geothermal resource of the East African rift valley offers reliable, cost effective base-load power and enables countries to diversify their energy mix as well as reducing carbon emissions compared with fossil fuel alternatives. To date, only Kenya has developed geothermal energy at any scale. Other than Kenya, only Ethiopia has small amount of operational geothermal power.
2. New investors face a number of barriers and risks including;
 - a. a lack of priority in country plans to consider geothermal as part of the energy mix;
 - b. a lack of policies and regulation for geothermal investment such as enforceable licensing of geothermal sites and tariff regimes;
 - c. difficulties preparing geothermal power sector investment deals with confidence of a good return;
 - d. the high risk of site specific exploratory test drilling to prove a resource and the scale of viable geothermal power.
3. The African Union Commission (AUC) Infrastructure and Energy Division has a role in promoting geothermal energy. This includes promoting improved strategy, policy and regulatory environment that facilitates investment. Other donors are active in assisting the development of geothermal power in East Africa and there are a number of institutions being developed at country and regional level to support aspects of geothermal development.
4. The UK is providing assistance to help to overcome barriers preventing investment in geothermal power in East Africa. This includes support to reduce the risk of exploratory test drilling; and technical assistance that helps put in place the geothermal strategy, policies and regulations that facilitate investment. The UK's support will collaborate with the existing and emerging institutions to strengthen their ability to deliver geothermal development.
5. These terms of reference are for a UK funded **Technical Assistance Facility** that will work with regional and national institutions to put in place the strategy, policy and regulatory conditions that enable greater investment in geothermal power. Implementation will be coordinated with and in response to the demand from regional and national institutions – with close collaboration with the AUC, who are delivering the Geothermal Risk Mitigation Facility, that DFID will also fund – and who have a role in encouraging better policy and regulation on geothermal power generation in the region.
6. Given the busy and rapidly changing context, it is envisaged the approach of the TA Facility will be to support the emerging institutions to build their capabilities through a) high level political engagement through the Facility leadership and the donors' in country presence; b) embedding consultants

to work alongside and in support of high level counterparts in the partner institutions and c) rapid short term consultant inputs.

Objective

7. The objective of the Technical Assistance Facility is to collaborate with and provide technical support to national and regional institutions to put in place the geothermal strategy, policies and regulations that facilitate investment in cost effective geothermal power in East Africa.

The Recipients

8. The recipients of assistance will be geothermal stakeholders in East African countries and regionally, that have responsibilities for geothermal development. Country governments, regional institutions, the private sector and non-governmental organisations can benefit from advice provided by the Facility.
9. The technical assistance will focus on support for DFID's footprint countries in the East African Rift Valley, Ethiopia, Kenya, Uganda, Rwanda and Tanzania, with assistance provided according to need and demand. Technical assistance could be given to other countries in the Rift Valley, if likely to be useful regionally and agreed in advance with DFID.
10. The Facility will set up a governance system to enable this and ensure work is demand led, fast and flexible and ensures capabilities are built in the right place and analysis done by the right people to deliver real change.
11. DFID are not intended to be a direct recipient or beneficiary of the services

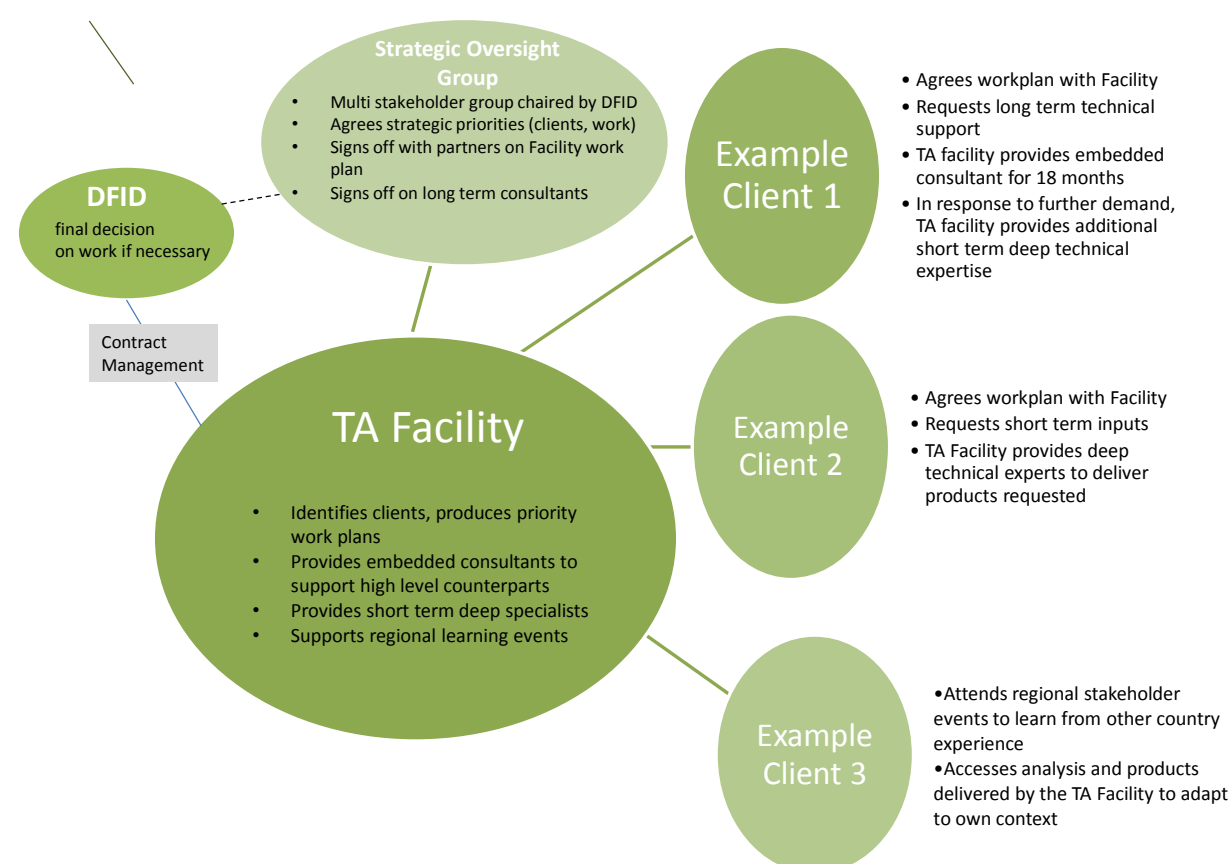
Scope of work

12. The Supplier will establish and manage the TA Facility. The Facility will work with the main institutions to agree joint annual action plans that will be signed off by the institutions, AUC and DFID. The facility will then implement those action plans. The plans will include specific projects providing assistance to clients. Such clients are anticipated to include country governments planning to use their geothermal resources, such as DFID focus countries of Ethiopia, Tanzania, Uganda, Rwanda and Kenya. It could also include regional institutions responsible for encouraging geothermal power.
13. That assistance will be provided by technical experts to be embedded in and work alongside national and regional institutions over three years (during the Implementation phase) – positioning them to support high level counterparts in the institutions. The Facility will build alliances with private and public sector actors to generate the analysis and capabilities for the reforms needed to deliver geothermal power. It will collaborate closely with

the regional and country institutions to build the political appetite for the changes needed – and work with DFID and other donor’s in-country and regional leaders to build political appetite for reform. The Facility will put people on the ground embedded in institutions to deliver reform. It will deliver rapid and flexible technical support in response to demand and through projects in response to applications from potential clients for assistance, and consistent with the agreed action plans.

14. As the TA Facility will be demand responsive, it will need to be able to access and deliver a range of expert advice on geothermal strategy, policy, and regulation. This would include experts capable of building institutional capabilities and political reform processes as well as technically knowledgeable. The Facility would respond to country specific needs, developing and implementing joint annual work plans with the country and regional institutions. By way of illustration, the diagram below indicates how such a demand responsive, but planned, approach could work.

Figure 1: Potential structure of TA Facility provision of services



15. The Facility will coordinate and collaborate with, and not duplicate, other donor assistance. For example, assistance could be in response to applications for assistance contributing towards strategy, policy and regulatory needs of East Africa as identified through studies and action

plans produced by the AUC and the US PowerAfrica initiative that is due to report in early 2015. The Facility will agree joint action plans with country and regional partners that would be signed off by DFID.

16. From analysis undertaken in the region to date, it is expected that the Facility will need to respond to demand in three areas of technical assistance. These are set out below. As the Facility will be demand led, the scope of work will be reviewed annually and revised if needed during the contract period, in the light of experience and the extent and nature of demand.
- a. Analyse and generate information that assists national planning for the use of geothermal power. This is anticipated to include:
 - i. Technical and economic resource potentials.
 - ii. The viability of geothermal power, in the context of national power development plans and least cost power sector planning. This includes the viability of geothermal power and cost effectiveness compared with alternative sources of power generation.
 - iii. Possible financial models for geothermal power investment, including the mix of feasible private sector and public sector investment. Public sector investment could include potential future multilateral development bank finance.
 - iv. The potential of geothermal power to contribute towards cross border power and regional power pools.
 - v. The potential for non-power generation uses of geothermal energy, such as heat and hot water for agricultural processing. This could be as co-benefits of geothermal power generation or stand-alone applications.
 - b. Advise on, develop and formulate policy and regulations that enable investment in geothermal power. It is anticipated to include:
 - i. Country specific geothermal energy law, or if more appropriate the incorporation of geothermal regulations in other legislation, such as mineral extraction;
 - ii. The licensing and concessional regime for site specific geothermal development, for example taking account of land tenure and rights and the strength of contracts;
 - iii. Policies and regulations that facilitate independent geothermal power production by the private sector;
 - iv. Geothermal specific aspects of power purchase agreements, including appropriate tariffs for power purchased by off-taker. This could include, for example, geothermal specific regulations required for geothermal independent power production (IPP)
 - c. Provide advice and help build country capabilities to implement improved geothermal strategy, policy and regulations, leading to increased investment in geothermal development. Such capabilities are anticipated to include:

- i. Government capability in geothermal strategic planning and economic analysis, in the context of wider power sector planning.
- ii. Government capability to negotiate power purchase agreements with private sector.
- iii. Government capability to negotiate geothermal power trading agreements and with neighbouring countries if cross border geothermal power is proposed.
- iv. Power sector regulator capability to oversee relevant power regulations, such as geothermal specific aspects of PPAs;
- v. Public or private off-taker understanding of value for money PPAs and off-taker pricing that is specific to geothermal power.

The Requirements

17. The Supplier will establish and manage the TA Facility that delivers the full requirements set out in this Terms of Reference. The Facility will deliver technical assistance to clients in the three expected areas identified in paragraph [16].
18. The Supplier will not establish a Facility that has its own physical office in the region – but rather establish a Facility that works with and through national and regional institutions and uses its own existing presence and networks.
19. The Facility will work closely with DFID and other donors, to benefit from the relationships and contextual understanding they have developed through other programmes. The Facility will use its own leadership and DFID – and other donor and regional partners – to engage politically to build the appetite for the reforms needed and effective use of the work delivered.
20. The Supplier will set out a structure for the Facility during the inception phase. This will include how the supplier will both administer the Facility and manage the delivery of technical assistance to clients through teams of experts. It will put in place governance arrangement for the Facility, building on the illustrative diagram in Figure 1. Engagement with the AUC, the East Africa Power Pool, US PowerAfrica, KfW, the Geothermal Risk Mitigation Facility, DFID country offices, other donors and the national institutions will be an important aspect of the Inception Phase.
21. The Structure will include a **Project Management Unit** that is responsible for managing the delivery of technical assistance described in the Terms of Reference, reporting to DFID, and managing a roster of technical experts that can be called upon by the PMU to deliver the required technical assistance services to beneficiaries on a demand-driven basis consistent with agreed work plans. This roster will be for experts with skills in areas identified in paragraph 31.

22. The PMU will be responsible for ensuring the experts deliver outputs of a high quality, on time and on budget.

Programme Delivery

23. The Supplier will provide most of the required technical assistance internally. The Supplier may only source experts from the external market with DFID's prior consent¹. Provision may also be made for experts identified by regional partners and cleared at every instance, by DFID. A demand driven principle is applied, requiring all delivered assistance to include evidence of the commitment of the client beneficiary.
24. Provision of TA will be managed by the PMU in accordance with the work plan and based on objective selection criteria for component projects and transparent procedures.
25. The PMU will also develop and maintain effective working relationships with supported institutions, with DFID country and regional teams and with significant recipients of support and agree jointly annual plans for support (which will lay out expected results). Through this process the PMU will monitor the reformist intent and effectiveness of counterparts and regularly discuss risks and opportunities with DFID's lead adviser.
26. The Program Management (PMU) will be responsible for managing the day-to-day operations of the Facility, including:
- a. Preparing a work plan and budget for presentation to the Strategic Oversight Group (see paragraph 39) and DFID,
 - b. Reporting quarterly on progress in implementing the work plan;
 - c. Soliciting and reviewing applications for assistance in consultation with DFID;
 - d. All projects will be submitted to DFID for authorisation, the timeframe for which will be agreed with the Supplier during the Inception Phase.
 - e. Managing delivery of approved projects

Planning and Programming

27. The Facility is intended to operate as a "demand-driven" Facility, responding to the needs of Government and other counterparts (including DFID itself on occasion) for assistance. The PMU will prepare prioritised annual work plans in response to that demand with the main institutions, setting out the expected level and distribution of grant funding among types of activity, sectors, and types of beneficiary. These work plans will

¹ Any procurement of external consultants must be done in compliance with DFID's Corporate social and environmental responsibility statement which can be found at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/192636/corporate-social-envirom-respons.pdf

require approval by the Strategic Oversight Group and separately by DFID.

Screening and Approval

28. The PMU will undertake an initial screening of all applications for assistance to verify that the scope of the application is clearly defined, and that it is consistent with threshold eligibility criteria for type of intervention, sector and client.
29. Applications that meet the threshold criteria (which will be agreed during the Inception phase) will be subject to a detailed evaluation against the following:
- a. *Consistency with mission.* All activities supported must contribute to the overall mission of strengthening East African capabilities to develop its geothermal resources.
 - b. *Clarity of Purpose.* The delivery of high quality TA requires carefully defined scoping of the intervention to ensure that both the client and service provider will have a well informed and common understanding of the issues to be addressed and the outputs to be delivered.
 - c. *Commitment of the Clients of Services:* The Facility should only support intervention where there is clear evidence that the beneficiary actively solicits assistance (in writing) and is committed to contributing to its success, as appropriate, by co-financing local costs, by providing logistical support and all requisite information to the service providers, by agreeing to participate in consultative progress reviews, and to disseminate completed reports or documentation produced by the assignment.
 - d. *Coherent Sequencing of Support consistent with client needs:* The PMU will assess and determine that the application fits into a logical sequencing of TA needs of the sector/ beneficiary. The Facility should generally only support downstream activities (e.g. institutional capacity building or facilitating transactions) for a sector or institution if there is a clear and coherent strategy and policy framework in place. Exceptions to this criteria should only be made in the case of interventions with exceptional high expected other benefits.
 - e. *Quality Assurance:* Applications should contain verifiable indicators against which the intervention will be monitored. Larger interventions should generally include appropriate stakeholder consultative and quality review mechanisms. Stakeholder feedback should be sought regularly for all interventions.
 - f. *Eligible Expenditures:* Applications should be limited to covering the following:
 - i. Costs associated with delivery of the services by a qualified and properly selected contractor;

- ii. Costs associated with the preparation and supervision of the intervention, including technical specialists to assist the PMU;
 - iii. Costs of the preparation and dissemination of documentation produced by the intervention in order to increase public awareness of key issues and potential solutions.
30. Once an application has been approved, the client will be informed in writing by the PMU. The PMU will prepare a written evaluation of all applications based on a standard evaluation format.

Provision of services

31. The service provider will provide both Facility administration (including project expenditure and forecasting) and technical experts that deliver assistance. Members of the core PMU team will include:
- a. A Project Leader with proven project administration and political economy analysis skills, as well as capabilities in convening and building trust with partners.
 - b. A project administration team with skills to manage experts and assignments, manage and forecast project expenditure, and monitor and communicate results being delivered by the project.
 - c. Coordinators for each aspect of geothermal development with a combination of technical and project administration skills.
32. The service provider (including any consortium partners) will also provide a pool of technical experts, with proven experience in building capacity and capability in their areas of expertise, and specifically the following categories:
- i. Strategic and national planning of power:
 - ii. power sector reform,
 - iii. Political economy analysis and supporting institutional change
 - iv. power sector regulation
 - v. energy and power sector economy
 - vi. Technical viability of different power sources, especially geothermal.
 - vii. Financial models and business planning, particularly in geothermal power investment
 - viii. Regional power pools – policy and technical
 - ix. Non power generation uses of geothermal energy
 - x. Energy law (e.g. licensing, concessional regimes, contracting and regulation, particularly relating to geothermal);
 - xi. Power purchase agreements and tariffs;
 - xii. Policy and regulation for independent power producers;
 - xiii. ESG (Environmental, Social and Governance) standards to be applied to project approval, construction and operation; improving ESG standards and processes in local regulations.

33. The service provider will ensure appropriate political economy, environmental, social and conflict sensitive analysis is undertaken to ensure the long term sustainability and effectiveness of all the projects supported.
34. It is anticipated that some services may be provided using embedded consultants nominated by clients and other partners after discussion with DFID and the Service Provider. Management and quality assurance responsibilities will be agreed on a case by case basis in such circumstances.
35. It is expected that with most core clients, support will be provided through a combination of long term experts, who are embedded in the institutions and access to a wider pool of more specialist expertise. As well as providing high quality CVs for the range of experts required, bidders should demonstrate their access to additional expertise where needed.

Governance of Facility by DFID and other stakeholders

36. For strategic oversight, a small Oversight Group will be established to monitor progress and provide recommendations on overall programme strategy and priorities for funding allocation. This Oversight Group will consist of Facility team leader, the DFID lead regional adviser, where relevant DFID country lead advisers and external members selected by DFID, probably including one from AUC. It will meet once every six months, to review the overall progress of the programme, and make recommendations in relation to areas of work, priorities and approaches. From time to time the group may commission more detailed reviews on specific topics, conducted either by Panel members or independently.
37. The Facility will also organise at least once annually stakeholder workshops to which civil society as well as other stakeholders, will be invited. This might be in conjunction with other regional geothermal events, for example facilitated by the AUC. These may cover the entire programme or be theme or country specific, and will be organised and run by the Facility. The Facility will produce draft agendas for stakeholder workshops, which DFID will approve following consultation with stakeholders. The Facility will also produce a summary of the workshop that will be shared with attendees and more widely.

Outputs to be delivered by Supplier

38. The service provider will provide services for a Facility that achieves the objectives of and deliver the outputs of these ToR, through assistance to recipients described above.
39. The TA Facility work plan is expected to deliver the following headline outputs:

- a. Generic guidance for geothermal specific power purchase agreements that is endorsed by 5 East Africa countries by 2017.
- b. Advice that leads to country specific PPA guidance and regulations drafted for 3 countries by 2018, and submitted for government endorsement in 2 countries by 2018.
- c. Advice that leads to geothermal power being included in national least cost power development plans (LCPDP) of 3 countries by 2018.
- d. 3 East Africa specific geothermal development case studies, including financial analysis, generated and disseminated by 2018.

40. As the TA Facility activities will be responding to demand, these headline outputs will be reviewed during the inception phase, and then at each annual review of the contract. At each review stage, DFID and the Supplier may agree adjustments to these headline outputs based on the actual demand identified and the resulting impact on the Facility's activities. These outputs are identified from various studies, and demonstrate the scope and nature of the change the Facility will deliver. Any mutually-agreed changes to these overarching outputs should not change the scale of the work involved or the level of ambition.

41. To deliver these headline outputs the Facility is expected to deliver the following sub-outputs during the **inception** and **implementation** phases:

Inception Phase (months 0-6)

- I. An initial work plan will be agreed with DFID by the end of month 2
- II. Draft Inception Report by month 4 of the contract detailing the approach the Facility will take to deliver the full Terms of Reference and establish the TA Facility including:
 - scoping of technical assistance work needed in region – building on the work of others in the region
 - description of what other actors are doing in the region
 - propose the positioning and approach of the TA Facility, including plans for work with national and regional institutions
 - how the Facility will promote learning and continuous improvement drawing on the experience implemented projects
 - a governance process for identifying TA projects, appraising projects against technical criteria, and presenting proposed TA projects for approval by DFID and the Oversight Committee
 - a work plan for the first year of the Facility approved by DFID and the Oversight Committee
 - A management structure for the Facility demonstrating how the Supplier will ensure that the Facility's experts and service providers deliver high quality TA project outputs on time, within budget and to agreed plans.

- the technical criteria that all applications will be appraised against
 - Any adjustments to the headline outputs the Facility will deliver based on needs assessment
 - A monitoring plan and framework with key performance indicators of progress and associated six monthly milestones
 - 1 page executive summary of the TA Facility that can be shared by DFID and other partners to help promote the Facility.
 - The Supplier will also identify 2 or more TA activities for early delivery in year 1 that serve as a trial of the objective criteria and other procedures. These procedures would be finalised once approved by DFID.
- III. Final Inception Report that incorporates DFID and AUC feedback by month 6.
42. At the end of the inception phase, in month 6, DFID will review the performance of the Supplier and reserves the right to end the contract.

Implementation Phase

43. Following a successful inception phase, the contract will continue to implementation. The outputs expected during implementation will underpin the headline outputs above or any changes to them that are mutually-agreed during the inception phase or annual contract review points:
44. During the Implementation Phase the Supplier will:
- I. Maintain a roster of technical experts/service providers that cover the full range of technical expertise detailed in this Terms of Reference and is flexible and able to start providing technical assistance within 3 months of need being identified and to deliver TA activities on time and on budget.
 - II. Establish a mechanism for generating, recording, prioritising and responding to demand for technical assistance from regional and national institutions within 3 months of need being identified (by month 7)
 - III. Agree Joint Action Plans with at least 2 countries and 2 regional institutions in yr 1, then a further 2 countries and 2 regional institutions in year 2. Action Plans with other countries in subsequent years will be determined according to need.
 - IV. Generate a Pipeline of TA projects that are linked to Joint Action Plans. The pipeline will detail proposed TA activities and the timeline for developing the project, obtaining approval by DFID and delivering the TA. The Pipeline should be a living document, with a formal update of the pipeline submitted to DFID for approval every 6 months alongside the Facility's work plan.

- V. Work up potential pipeline of TA projects into potential Projects and a plan that are submitted to DFID and the Oversight Committee for approval in accordance with the governance structure agreed at Inception Phase. Each potential project should summarise the TA activities proposed, their outputs and expected costs, their appraisal against technical criteria agreed at the inception phase, and evidence of national/regional institution's commitment to the work (including negotiation of local cost sharing, wherever appropriate – DFID expects a proportion of projects to contain an element of cost-sharing, but the inception phase should set a target that will then be reviewed annually to ensure no perverse incentives are created).
- VI. Deliver technical assistance projects on time and on budget, including effective management of Facility's experts and service providers. The Supplier will monitor the progress of the implementation of individual TA projects and ensure that the expert or service provider responsible for delivering the project submits periodic progress reports. The Supplier will attempt to resolve any issues encountered by beneficiaries and service providers.
- VII. Complete monitoring activities to i) ensure project work is completed on time and outputs delivered high quality, ii) obtain verifiable feedback and ratings from recipients on the quality and timeliness of the Facility's services and outputs, iii) monitor indicators that measure the cost, effectiveness and efficiency of TA activities provided.
- VIII. Organise Stakeholder workshops at least once per year
- IX. Collate 3 geothermal case studies, and disseminate widely to major geothermal stakeholders in East Africa

Reporting Outputs

- 45. The Supplier will report to the Oversight Group, with ultimate approval reserved by DFID.
- 46. A draft Inception Phase Report will be produced by the end of month 4, and a final Inception Phase Report by the end of month 6.
- 47. For the remainder of the contract the Supplier will submit:
 - a. **Annual Reports** that include progress to date, an assessment of the Facility's strategic fit (emerging risks and opportunities), a statement of expenditure for the past 12 months and since inception, an updated TA project pipeline, annual work plans with key beneficiaries for the next 12 months and a forecast of expenditure for the next 12 months (Jan-Dec to be approved by the Oversight Group). The Annual Report will feed into DFID's annual review of the project's performance at the end of January of each year.

- b. **Quarterly reports** on progress against annual work plan and TA pipeline, which twice a year will be tailored to inform six monthly meetings of a strategic Oversight Committee. Reports will include both a narrative review of progress against the project work plan, TA pipeline and monitoring framework, and a forward looking assessment of risks and opportunities and a summary of achievements against value for money indicators, including recipient feedback ratings. The Supplier will also report to DFID on the status of all ongoing projects, particularly highlighting any projects considered to be at risk of failing to deliver their expected outputs.
- c. A projection each month of **projected spending** for each of the following three months, and for expenditure through to the end of the financial year.
- d. **Quarterly financial reports that accompany quarterly Invoices.** DFID will pay the Supplier in arrears against quarterly invoices. This means that the Supplier must be able to front the costs of the TA activities. The Supplier should explain any variance against the amount budgeted for the activity, or the amount projected for the quarter. DFID will link payment of the Facility's Management Fees and technical assistance services to performance against indicators and where relevant against client feedback.
- e. A draft **final report** will be produced 2 months before the end of the contract, and a final report at the end of the contract.

Transparency and intellectual property rights

48. The Facility will seek to ensure the knowledge of how to develop geothermal power is increased to the maximum extent it can – so the Facility should maximise the transparent sharing of knowledge and learning as far as it can.
49. However, the nature of the work will mean some products of the Facility are commercially sensitive or confidential and the regional clients will want to retain exclusive rights to the products. Despite this, the default should remain that, wherever possible, the Facility is expected to make all analysis and products available publically and DFID, the client and regional partners are to have full rights to the use and development of these products.

Contract Duration

50. The contract will be for 3.5 years, i.e. a six month Inception Phase and a further 3 years of delivery.

51. The contract will contain two break clauses. DFID retains the right to end the contract at the end of the Inception Phase in month 6, and also at the end of the 2nd year of the contract. The decision to continue or cease the contract at the end of year 2 will be based on an assessment of the Supplier's performance against the monitoring framework and key performance indicators, an assessment of the on-going need for technical assistance in this sector and an assessment of the value for money delivered by the contract that will be assessed using VfM indicators monitored throughout the life of the contract. The timing of this review may be adjusted to fit with a wider mid term review of its geothermal assistance in East Africa to be commissioned by DFID under a separate contract.
52. The year 2 review point is also an opportunity to consider extending the length and value of the contract to deliver additional high level outputs that are underpinned by the same sub-outputs detailed in this terms of reference. Any such extension would be mutually agreed by DFID and the Supplier, and could be agreed at the end of year 2 or end of year 3. The contract will include options to extend for up to a further 2 years

Contract Management

53. DFID will contract one Supplier (or lead consortia member) who is responsible for delivering the full Terms of Reference. DFID and the Supplier will agree Key Performance Indicators for the contract in order to monitor contract performance.
54. The Supplier will report to the Africa Regional Department lead adviser for the project, and the Africa Regional Department programme manager.
55. The Supplier will identify senior representative(s) with whom any contract management issues may be escalated.

Duty of Care

56. 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.
57. DFID will share available information with the Supplier on security status and developments in-country where appropriate. DFID will provide a copy of the DFID visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival. In case of a situation where new security information, which is not in the public domain or would not be easily obtained by the Contractor, is made known to DFID, a named person from the contracted organisation should be responsible

for being in contact with DFID to ensure information updates are obtained. There should be a process of regular updates so that information can be passed on (if necessary). This named individual should be responsible for monitoring the situation in conjunction with DFID.

58. 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 and the Supplier must ensure they (and their Personnel) are up to date with the latest position.
59. The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc.). The Supplier must ensure their Personnel receive the required level of training and safety in the field training prior to deployment.
60. The supplier is fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix prepared by DFID (see Annex 1 to this Terms of Reference). The supplier must be sure that:
 - a. They fully accept responsibility for Security and Duty of Care.
 - b. They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
 - c. They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.
 - d. They will give responsibility to a named person in their organisation to liaise with DFID and work with DFID to monitor the security context for the evaluation.