

***Urban Water, Sanitation and Hygiene
(WASH) in the east of the Democratic
Republic of Congo (DRC):
Technical advice***

Terms of Reference

1. Introduction

- 1.1. Although the world is on track to meet the drinking water MDG targetⁱ, Africa is lagging behind and remains off-track. Lack of access to safe water and basic sanitation undermines efforts to reach other MDGs. Diarrhoea (88 per cent of which is due to poor water and sanitationⁱⁱ) kills more children than HIV and AIDS, malaria and measles combinedⁱⁱⁱ. In DRC, the problems of accessing water and sanitation services are particularly acute. Achieving the MDG target for water and sanitation would require an expansion in coverage to 70 per cent (55 million people) and 55 per cent (43 million people) of the population respectively by 2015^{iv}. Taking the access statistics as the current base, this would require an additional 39 million people to be reached with water and 36 million with sanitation by 2015.
- 1.2. Improving delivery in the water, sanitation and hygiene sector is a strategic priority for DFID, as identified in DFID's Business Plan and associated Structural Reform Plan. The importance of this sector is continued into DFID DRC's country operational plan, with a large up-scale in DFID support to the WASH sector envisaged over the next seven years in DRC.
- 1.3. In May 2013, the Secretary of State signed off a business case covering a portfolio of planned interventions in the WASH sector from 2013 – 2019 and up to a total of £164 million. [Link to BC on the DFID website] One of the main components of that business case is to support Mercy Corps in the detailed design and implementation of their proposal to increase access to water, sanitation and hygiene services in three towns in Eastern DRC – Goma, Bukavu and one other town. Under the water component, the proposed approach is to work with Regideso – the state owned water supply agency – to rehabilitate the system infrastructure, and improve the system's governance with a specific focus on increasing capacity, local ownership, transparency and accountability to users. A large scale sanitation and hygiene approach will be relatively new in these cities which have, up until now, received only emergency programming.
- 1.4. DFID support, to Mercy Corps, has already been divided into two phases – a design phase and an implementation phase. The design phase (started on 1 September 2013) is expected to last approximately 12 months and will be used to determine the feasibility of the programme. The implementation phase will last five years. The total budget for the design and implementation of the Mercy Corps programme is estimated at £38 million. A break point has been built in between the design and implementation phase in order for DFID to approve the detailed programme proposal and associated documentation. This break point has been built in as urban WASH is a new area of intervention for DFID DRC – the focus has been on rural and peri-urban WASH service provision to date – and the approach is therefore considered high risk.
- 1.5. DFID DRC requires the services ("the Services") of a Service Provider ("the Service Provider") to provide additional technical advice and quality assurance of this (Mercy Corps) urban WASH programme to DFID to assess the Programme's progress. This service is not intended to replace DFID DRC's own monitoring systems or processes, but rather to complement them in order to provide additional independent advice and experience in the design and implementation of the programme.
- 1.6. The Service Provider will work closely with the DFID DRC WASH team and Mercy Corps, based on a consolidated and approved work plan.

2 Objective

- 2.1 DFID's support is intended to increase sustainable and equitable access to water, sanitation and hygiene services in eastern DRC urban centres, notably Goma and Bukavu, with the potential for one additional centre to be approved at a later stage.
- 2.2 The objectives of the consultancy are to provide technical advice to DFID and its partner on the design and implementation of the urban WASH programme in eastern DRC and to provide additional quality assurance support to the DFID DRC WASH team in:
 - The shaping, and monitoring of the design phase, and the design phase outputs.
 - Advice to DFID on institutional engagement in the urban water, sanitation and hygiene sector in order to inform DFID's engagement strategy (for coordination, planning and advocacy purposes).And, if DFID approves transition to the implementation phase:
 - Monitoring the various technical components of the implementation phase providing recommendations for action when necessary.

3 Recipient

- 3.1 DFID is the recipient of the Services described in the terms of reference. DFID is the contracting authority for the Services.

4 Scope and methodology

- 4.1 The scope of the services has been separated into two distinct phases: inception and implementation. At the end of the inception phase there will be a break point to review inception outputs. Progress to the implementation phase will be subject to the satisfactory performance of the Service Provider, delivery of inception outputs and the continuing needs of the programme.
- 4.2 The scope of the Service Provider's services includes but is not limited to the following:

Phase I: Design

- 4.3 At least two visits to the project sites to directly liaise with implementing partner, institutional partners and potential beneficiaries on the work-plan of the design phase, any on-going assessments, studies and analyses being undertaken at the time.
- 4.4 Provide mission reports for each visit to DFID to be shared with the implementing partner and other stakeholders as necessary.
- 4.5 Advice to DFID and implementing partner on terms of reference for commissioned studies, assessments and analysis undertaken as part of the design phase (refer to annexed inception phase proposal) within allocated timeframes.
- 4.6 Engagement with implementing partner on progress of commissioned studies, assessments and analysis and provision of advice to implementing partner to ensure such work is of a high standard and represents good value for money to the implementing partner and DFID.

- 4.7 Provide comments, to strict deadlines, to DFID and implementing partner on draft reports resulting from all commissioned studies, assessments and analysis undertaken as part of the design phase.
- 4.8 Gain a good understanding of the current legal status of Regideso and the proposed changes to Regideso as an institution under the current reforms being promoted through GIZ's RESE programme, the World Bank PEMU programme, and KFW's secondary centre programme and ensure any advice provided is harmonised with these reform plans.
- 4.9 Advise on current best practice with respect to tariff setting, cost recovery and payment systems, public-private partnerships, local beneficiary management and ownership, inclusion (women and girls, and most vulnerable), behaviour change, and market-oriented solutions to sanitation.
- 4.10 Attend coordination meetings between key donors and implementing partners working with Regideso if these coincide with missions.
- 4.11 Review and advise DFID, to the timeframe provided, on the inception report; budget; programme timeline; unit costs; plan for the development of a procurement plan; logframe; risk register; monitoring plan and proposal. This includes the extent to which the findings and recommendations of the various assessments, studies and analyses undertaken as part of the design phase have been integrated into the programme proposal.

Phase II: Implementation (if DFID approves the implementation phase)

- 4.12 Quarterly visits to the programme sites to directly liaise with the implementing partner and any downstream partners, institutional partners and potential beneficiaries on progress, risks, operational challenges and to provide advice.
- 4.13 Undertake quality assurance of the progress made against targets and budget and ensure that technical outputs are being delivered against specification.
- 4.14 Provide quarterly mission reports to DFID to be shared with the implementing partner and other stakeholders as necessary.
- 4.15 As in the design phase, provide advice on terms of reference relating to pilot testing of approaches or additional assessments, studies and evaluations and all resulting draft reports.
- 4.16 Advise on current best practice with respect to tariff setting, cost recovery and payment systems, public-private partnerships, local beneficiary management and ownership, inclusion (women and girls, and most vulnerable), behaviour change, and market-oriented solutions to sanitation.
- 4.17 Attend coordination meetings held between key donors and implementing agencies working with Regideso if these coincide with missions.
- 4.18 Attend coordination meetings between the implementing partner and DFID on a quarterly basis.
- 4.19 Participate and inform annual reviews carried out by the DFID team, if required.
- 4.20 Liaise with sector stakeholders, other donors and with national and provincial government partners to:
 - (i) identify and advise DFID and implementing partner on any changes in legislation, operating environment, priorities that may affect the project.

- (ii) identify, and discuss with DFID, opportunities for sharing lessons learned, lobbying, and effective advocacy.
- 4.21 Undertake joint missions (once a year but regularity to be determined later) with donors and/or implementing partners working with Regideso in other towns or cities in DRC to gain an understanding of their approach at the local level, the effectiveness of those approaches, and the extent of harmonisation between programmes.
- 4.22 The Service Provider will be required to interface constructively with the partners and government counterparts in the programme, as well as with other stakeholders in the sector.
- 4.23 Under the extension to this contract agreed in March 2019, the Service Provider will deliver the following additional products and services for DFID:

Component 1:

- An additional 5x quarterly missions to project site in order to assess the progress of the overall IMAGINE programme (Water Service Delivery; Infrastructure; Behaviour Change & Communication; Governance; Gender; Monitoring and Evaluation) for both cities of Bukavu and Goma.

Component 2:

- Intensive construction supervision oversight for seven months¹, covering:
 - Monthly visits (x7) to project sites in Bukavu and Goma and participation in meetings between Mercy Corps and the contractors. Each visit will be one week long to cover both cities.
 - Review of monthly progress reports authored by Mercy Corps, making comments and recommendations for improvements.
 - Monthly conference call with DFID and Mercy Corps to discuss the comments and review results of the Mercy Corps monthly progress report.
 - Continuous communication (via email, phone calls, and ad-hoc meetings) with Mercy Corps to keep abreast of construction updates and progress.
 - Collection and review of data such as amendments to the risk register, construction management plan, flash reports, progress reports, minutes of meeting between employer, engineer, and contractors, etc.
- Ad hoc support (defined as one-day site visit) in response to DFID or Mercy Corps requests for advice/supervision outside the usual schedule. A maximum of two ad-hoc visits per month to project sites as required in order to participate in meetings, follow up on actions etc.

5 Outputs

- 5.1 The required outputs will include, but may not be limited to:

Phase 1: Design:

- 5.2 A summary review of the proposed reform of Regideso covering its reform within the broader WASH sector and the reform components / objectives embedded within donor programmes (notably World Bank and KFW) with recommendations to DFID and implementing partner on ensuring

¹ Note that the period of intensive oversight is limited to seven months only in order to fit within the maximum budget increase allowed (50% above the original contract value).

harmonisation and coordination with those reforms within the programme – desk based study and meetings with sector stakeholders (if required).

- 5.3 An inception plan, to be approved by DFID, setting out the proposed work plan for the Services resulting from initial meetings with implementing partner and DFID and other sector stakeholders, including field visit to programme locations.
- 5.4 Written comments, recommendations and advice on ToR for studies, assessments, and analysis undertaken as part of the inception phase (see inception phase proposal for full details of the assessments/studies etc. to be undertaken).
- 5.5 Written comments, recommendations and advice on draft reports resulting from the various studies and assessments undertaken and advice to DFID on the robustness of design, appropriateness, risks and mitigation in the form of a review report agreed with DFID and the implementing partner.
- 5.6 Mission reports for each mission undertaken to be produced within 2 weeks of the last date in DRC.
- 5.7 Review of all final design phase outputs including the programme proposal (as laid out in the inception phase proposal) and write a report with findings and recommendations to DFID, the structure of which should be agreed with DFID in advance, and on the basis of which DFID can liaise with the implementing partner.

Phase 2: Implementation (if break point approved)

- 5.8 Quarterly Mission Report after each mission to the DRC includes but is not limited to:
 - Review of physical progress and quality of outputs – sanitation and water hardware.
 - Review of governance and capacity building programme including strengths, weaknesses and potential gaps.
 - Review of effectiveness of behaviour change approaches and techniques.
 - Review of monitoring and evaluation activities.
 - Review of implementation of all programme recommendations (whether at inception phase within studies/assessments etc, through previous mission reports, or as part of annual reviews).
 - Written comments on the areas identified in paragraph 4.11 and as required.
 - Other advice and reports as required for the successful implementation of DFID's WASH programme in DRC.
- 5.9 Additional deliverables under Component 1 of the Contract Amendment agreed March 2019:
 - The quarterly mission report is to be submitted to DFID within two weeks of the end of each quarterly mission. During the period of extension of this contract from November 2019 to December 2020, these missions are expected to take place during December 2019, March 2020, June 2020, September 2020, and December 2020. However, these dates are only tentative and will be agreed with DFID and Mercy Corps.

5.10 Additional deliverables under Component 2 of the Contract Amendment agreed March 2019:

- A comments log issued to DFID detailing comments on the Mercy Corps monthly progress report.
- A technical note will be issued to DFID on a monthly basis after each monthly site visit.
- The comments log will be issued to DFID within a maximum of one week from receiving the Mercy Corps monthly progress report. Moreover, the technical note will be issued to DFID within a maximum of one week from completing the monthly site visits.
- Constant communication via email with DFID to ensure DFID is up to date on key issues, as deemed necessary.

5.11 Unless otherwise stated all outputs should be in English. In the quarterly mission reports, the summary, conclusions of spot checks and assessments of quality of works should also be provided in French.

6 Constraints and dependencies

- 6.1 The services will start in June / July 2014 and will end on 31 August 2014. There is the possibility of an extension for a further five years dependent upon a satisfactory break point review, by DFID, of both the Mercy Corp and the Service Provider's projects inception phase.
- 6.2 The Services will be on a call down basis including at least 4 missions to DRC annually. The time for each mission will need to be agreed with DFID DRC in advance, however, it is anticipated that each mission would take a maximum of two weeks. The first mission is planned for 2014. Terms of reference and outputs for each mission will be agreed in advance.
- 6.3 The performance of the service provider will be managed through a schedule of key performance indicators (KPIs). The KPIs will be agreed during the inception period and the schedule will form part of the inception report. Indicative KPIs can be found in Annex 1 and it is expected that these will be amended/added to in order to reflect this specific programme.
- 6.4 Visits to Goma and Bukavu will be required with travel including Kinshasa when required in the TORs. Other site visits may also be required.
- 6.5 The Service Provider will not be based in DRC full time but will fulfil the terms of the contract by a combination of remote working and missions to DRC.

7 DFID Coordination

- 7.1 The Service Provider will report to the Lead Advisor/SRO for the Water, Sanitation and Hygiene Programme in DFID DRC and to the Deputy Programme Manager for the Programme within DFID DRC.

8 Service Provider profile

- 8.1 The Service Provider will be an experienced civil or hydraulic engineer, with expertise in urban WASH projects in developing countries including technical design of urban water systems as well as governance and reform of urban water service delivery.
- 8.2 Equivalent expertise in the design and implementation of basic urban sanitation and hygiene strategies will also be required.

- 8.3 Expertise with public private partnerships would be desirable.
- 8.4 The Service Provider will have strong project management background, track record of working in fragile and conflict affected states and will be part of a strong WASH network that ensures (s)he is up to date with current thinking and lessons learned.
- 8.5 Excellent French and English language skills are required.

9 Duty of Care

The Service Provider is responsible for the safety and well-being of their Personnel (as defined in Section 2 of the Contract) 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 Service Provider on security status and developments in-country where appropriate. A named person from the Service Provider 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. DFID will provide the following:

- All Service Provider Personnel will be offered a security briefing by the British Embassy, DRC on arrival. All such Personnel must register with their respective Embassies / High Commissions to ensure that they are included in emergency procedures.

The Service Provider 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 Service Provider must ensure they (and their Personnel) are up to date with the latest position.

The security situation is subject to change. This Procurement will require the FCAS Supplier to operate in conflict-affected areas and parts of it are highly insecure. The security situation in some areas is volatile and subject to change at short notice. The Service Provider should be comfortable working in such an environment and should be capable of deploying to any areas required within the region in order to deliver the Contract.

The Service Provider 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 Service Provider must ensure their Personnel receive the required level of training and safety in the field training prior to deployment.

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 developed by DFID (see DFID Overall Project/Intervention – Summary Risk Assessment Matrix of this ToR). They must confirm in their Tender 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 capability and DFID reserves the right to clarify any aspect of this evidence. In providing evidence Tenderers should consider the following questions:

- i. 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 DFID)?
- ii. 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?
- iii. Have you ensured or will you ensure that your staff are appropriately trained (including specialist training where required) before they are deployed and will you ensure that on-going training is provided where necessary?
- iv. 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)?
- v. Have you ensured or will you ensure that your staff are provided with and have access to suitable equipment and will you ensure that this is reviewed and provided on an on-going basis?
- vi. Have you appropriate systems in place to manage an emergency / incident if one arises?

DFID Overall Project/Intervention Summary Risk Assessment Matrix

Project/intervention title: Urban Water, Sanitation and Hygiene (WASH) in the east of the Democratic Republic of Congo (DRC)
Location: DRC

Date of assessment: 15 December 2013
Assessing official: Phoebe White

North and South Kivu

Theme	Risk score	Notes
OVERALL RATING	4	Regardless of changes to the mode or mean below, DRC projects and programmes are currently scored a 4 overall
FCO travel advice	4	
Host nation travel advice	Not available	
Transportation	5	
Security	3	
Civil unrest	3	
Violence/crime*	5	
Terrorism*	3	
War	4	
Hurricane	1	
Earthquake	1	
Flood	2	
Medical services**	4	
Nature of project***	2	
Mode	3	Mode may change when 'nature of project' score taken into account
Mean	3.2	Mean will change when 'nature of project' score taken into account

Scores based on Overseas Security Assessment (which is also used by DFID's Security Section in London) other than:

* Scores based on local up-to-date knowledge from Overseas Security Manager

** Scores based on FCO Regional Medical Officer's report

*** Judgement of assessing official

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

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

10 Annexes:

- DFID DRC WASH Sector Business case 2013 -2019

- Bukavu masterplan – ICRC 2013
- Inception phase documentation – proposal and activity timeline
- Mercy Corps full project concept note
- DFID Back to Office report

ⁱ MDG Target 7c calls on countries to halve, by 2015, the proportion of people without sustainable access to safe drinking water and basic sanitation.

ⁱⁱ WHO (2004) Water, Sanitation and Hygiene Links to Health: Facts and Figures.

ⁱⁱⁱ UNICEF/WHO (2009): Diarrhoea: Why children are still dying and what can be done.

^{iv} CNAEA/WSP (2010), '*Republique du Congo: Secteur de l'Approvisionnement en Eau Potable et de l'Assainissement. Etat des lieux et perspectives a moyen terme*'.