

Terms of Reference for PEAKS call-down

Monitoring support to District Health Systems strengthening across Sierra Leone

1 Introduction

The Ebola Virus Disease (EVD) epidemic has had a devastating impact on Sierra Leone. It has infected almost 13,000 people in the country and directly caused almost 4,000 deaths. The crisis brought education to a halt, and disrupted healthcare and economic activity leaving thousands of people vulnerable. The UK has led the international response to this crisis committing £427 million for the treatment for EVD patients, burial teams, training frontline staff, providing laboratories to test samples and delivering the assets and systems necessary to eradicate the disease.

A risk of re-emergence of infection remains, from cross-border transmission or from exposure to survivor body fluids in Guinea, Liberia and Sierra Leone. The UK's objective is to support the Government of Sierra Leone to maintain the vigilance and preparedness necessary to prevent any future outbreaks from growing into epidemics – maintaining a “resilient zero”.

In November 2015 the Secretary of State approved a new Business Case for the Resilient Zero programme, aimed at strengthening public health systems to ensure that Sierra Leone has improved capacity for prevention, detection and response to any communicable disease outbreaks in the future. This programme, worth £38.5m, began on 1st January 2016 and will end in December 2017.

There are several components to the Resilient Zero programme, which will take place in the districts across Sierra Leone. Three of the components are;

- Up to £7.5m to NGO partners who will provide operational support to all 13 District Health Management Teams in Sierra Leone to strengthen local capacity to detect and respond to future outbreaks.
- £8m support to the WHO in Sierra Leone to provide technical expertise on Integrated Disease Surveillance and Response, Infection Prevention and Control, Survivor care and emergency response and preparedness to District Health Management Teams and the Ministry of Health and Sanitation
- Up to £7.5m to a Fleet Manager Supplier (first contract March 2016 – September 2016; second contract 1st October – 31st December 2017) to manage, maintain and track the DFID fleet of 189 vehicles and 337 motorbikes which will be used by District Health Management Teams

Given the ambitious objectives, high risk and short timeline (end date of December 2017) of the Resilient Zero programme, DFID will require a Supplier to provide monitoring capacity and act as “eyes and ears” in the districts to report back any challenges and feedback to DFID on a regular basis and ensure that DFID is achieving best value for money from its funding. The Supplier will need to be flexible and adaptive taking into account the ongoing risk in Sierra Leone of EVD outbreaks.

2 Objective

To secure the services of a Supplier to provide

- Monitoring capacity to DFID of DFID-funded District operational support and technical advice across Sierra Leone
- Assess whether DFID-funded projects are on track and delivering satisfactory support to District Health Management Teams (DHMTs);
- Report back to DFID on findings and progress in the districts;

3 Recipient

- DFID Sierra Leone

4 Requirement

DFID requires a Supplier with high quality Generalist skills; knowledge and understanding of the emergency Response management (knowledge and/or experience of Ebola response is a plus); and demonstrable experience in working with Government structures, NGOs, and the Private Sector.

The Supplier will have sufficient numbers of skilled staff to establish good working relationships with all District Health Management Teams, NGO Stakeholders and Fleet Manager Supplier teams with regular coverage and presence across Sierra Leone every month. The Supplier will have an experienced Team Leader with demonstrable expertise in emergency response operations and management experience in developing countries.

The Supplier must visit and monitor progress in all districts on a monthly basis to provide sufficient frequency for trouble-shooting. The Supplier will collate feedback from DFID-funded stakeholders such as WHO, NGO partners and Fleet Management Suppliers.

The Supplier will not have a specific mandate to assist the District Health Management Teams, and will be there in a monitoring capacity on behalf of DFID. Therefore to successfully have access and monitor the DFID-funded components, the Supplier will need to possess excellent communication skills and demonstrate frequent visible presence in the districts to establish strong working relationships. The Supplier will need to be mindful of social and political implications or considerations when allocating staff to certain districts; for example any ethnic, cultural, social or religious factors that would prevent the Supplier from developing good working relationships and having access to the DFID-funded programme for monitoring purposes.

The Supplier will provide the service:

- Across all 14 districts/13 DHMTs of Sierra Leone
- On a roving basis – cover all districts every quarter
- The Supplier could consider alternative models of working e.g. the Team Leader could be based in the UK with regular travel to Sierra Leone, or the Supplier Team could be distributed across regional hubs
- The Supplier will have access to a tool kit¹ to guide monitoring activities in districts, but should refine and develop this tool kit throughout the programme in collaboration with DFID

¹ Developed by DFID's incumbent operational advisers in the districts

5 Roles and Responsibilities

The Supplier will have 1 Team Leader who will be responsible for;

- Managing the Team's activities and tasking across all districts
- Managing the performance of the Supplier Team
- Providing advice and expertise to the Supplier Team as needed
- Training the Supplier Team on using the Tool Kits
- Reducing fiduciary and reputational risk by ensuring that all the Supplier Team are compliant with DFID's zero tolerance for Fraud and Corruption
- Establishing good working relationships across the districts with key stakeholders
- Lead the liaison/facilitation with DFID
- Coordinating the monthly reports and regular update meetings with DFID
- Escalating concerns on project performance and/or suspicions of fraud and corruption to DFID

The Supplier Team (Project Officers) will be responsible for;

- Using the Tool Kits
- Monitoring the DFID-funded projects at the district level
- Assessing whether programmes are on-track and able to deliver
- Closing feedback loop by reporting progress back to DFID, flagging any challenges or areas for concern
- Documenting findings and challenges of district progress for weekly updates and the monthly written report
- Establishing strong working relationships in the designated districts
- Visiting designated districts every month
- Reporting any suspicions of fraud and corruption to the Team Leader or directly to DFID if concerns implicate the Team Leader

The Supplier's exact role and tasks may adapt according to the operating environment and DFID's requirements for trouble-shooting any challenges or issues that are uncovered in the districts.

6 Value for money

DFID is investing £38.5m in strengthening public health systems in Sierra Leone. The role of the Supplier is to ensure that DFID receives best value for money from this investment by monitoring and identifying where programmes are good value for money and where there are weaknesses which are a threat to the programme's economy, efficiency and effectiveness.

7 Fraud and Anti-corruption

DFID has a zero tolerance policy for fraud, bribery and corruption. The Supplier must implement and comply with a fraud and anti-corruption strategy. The Supplier must demonstrate how fiduciary risk is managed and reduced amongst its own team. The Supplier will play a key role in monitoring and surveillance of programme objectives. Should the Supplier become suspicious or aware of any allegations of fraud, bribery or corruption,

they must report it immediately to DFID Sierra Leone. By detecting and reporting any suspicions of fraud or corruption, DFID funds will be safeguarded for their intended purpose.

It is a contractual requirement for all Suppliers to comply with the DFID Prevention of Fraud and Bribery requirements.

See Annex 2 (Extract from DFID Standard Terms and Conditions – Service Contracts)

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/>

8 Timeframe

This contract will be let for 21 months from 8th April 2016 (at the latest) until 31st December 2017. The Resilient Zero Programme ends on the 31st December 2017.

There will be two break points. DFID approval will be required to proceed:

- 1) After six months of implementation (end September 2016)
- 2) After 12 months of implementation (March 2017)

9 Contract Governance and Reporting

This contract will be output based with payment on achievement of monthly milestones.

The Team Leader will be responsible for managing the contract and relationship with DFID, and will act as the lead contact point for the Supplier Team in Sierra Leone.

The Supplier will have weekly virtual meetings with DFID Sierra Leone to provide updates on key findings in the district. The Supplier team will come to Freetown for a monthly debrief meeting at the DFID Sierra Leone office.

The Supplier will provide monthly written reports with a summary of all key meetings and areas visited, updates on findings and challenges in each district and recommendations for follow-up actions. The Supplier may also be required to provide ad hoc reporting on specific themes, spot checks and provide contributions for the Resilient Zero Annual Review and Project Completion Report.

10 Risk

There are specific risks to delivery of this requirement that the Supplier will need to monitor, mitigate and manage. These include;

- **Acts of fraud, bribery and corruption** – DFID has zero tolerance for fraud, bribery and corruption. There are two areas of risk on fraud; **1)** Within the Supplier Team - the Supplier must establish clear controls and processes to mitigate against these risks **2)** Through monitoring the DFID-funded projects, the Supplier might uncover acts of fraud, bribery and corruption by DFID funded partners. The Supplier is required to report any suspicion of fraud, bribery or corruption to DFID immediately.
- **Weak relationships and communication with key stakeholders** – if the Supplier does not establish good working relationships with District Health Management Teams and other stakeholders, then the Supplier will not have access to the information or programmes they require for monitoring and will not be able to provide accurate monitoring feedback to DFID
- **Future outbreaks of Ebola or other communicable disease** will potentially restrict travel
- **Poor Internet/telecoms coverage** – the Supplier may have to manage and adapt to weak communications capability as Internet and phone signal coverage is patchy across Sierra Leone.

11 Duty of Care

DFID Sierra Leone does not accept Duty of Care for the Supplier or their sub-contractors whilst in country. The contracted Supplier will accept full liability for their employees and any sub-contractors. The Supplier will arrange and include in the quote for this contract all logistical and substance costs for the duration of the work.

The Supplier agrees to observe protocols in place for DFID staff, including a requirement to take anti-malarials. The supplier is responsible for their own medical clearance/checks and anti-malarial provisions and also for ensuring appropriate insurance cover, including for any evacuation required.

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

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 [where appropriate] complete a UK government approved hostile environment or safety in the field training prior to deployment.

Tenderers must develop their Response and 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 Response that:

- They fully accept responsibility for Security and Duty of Care.
- They have made a full assessment of security requirements.
- They have the capability to provide security and Duty of Care for the duration 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. In providing evidence, interested Suppliers should respond in line with the Duty of Care section.

Duty of care provision will be clarified through the post tender clarification process and the contract will include a duty of care clause. The standard section 2 'Terms & Conditions' of the contract will make clear that responsibility for the safety and security of supplier personnel (including sub-contractors) rests with the supplier.

Further detailed discussion will take place during the inception phase of the contract to establish a clear process for managing risk, including duty of care throughout the programme.

Annex 1. Duty of Care Assessment Matrix

DFID - Summary Risk Assessment Matrix: Sierra Leone

Date of assessment: 29 January 2016

Theme	DFID Risk Rating
Country/Region	Sierra Leone
OVERALL RATING²	3
FCO travel advice	3
Host nation travel advice	N/A
Transportation	4
Security	2
Civil unrest	2
Violence/crime	3
Terrorism	2
War	1
Hurricane	1
Earthquake	1
Flood	2
Medical Services	3 ³

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

² The Overall Risk rating is usually calculated using the MODE function which determines the most frequently occurring value.

³ This risk rating applies only for Freetown. Outside of Freetown the risk rating is a 4

Annex 2. Extract from DFID Standard Terms and Conditions – Service Contracts

Compliance with Legal Obligations

32. PREVENTION OF FRAUD AND BRIBERY

32.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, servants, agents or sub-contractors, or any person acting on their behalf, have at any time prior to the Commencement Date:

(a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

32.2 The Supplier, their servants, agents or sub-contractors, or any person acting on their behalf shall not during the term of this Contract:

(a) commit a Prohibited Act; and/or

(b) do or suffer anything to be done which would cause DFID or any of DFID's employees, consultants, suppliers, Sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

32.3 The Supplier shall during the term of this Contract:

(a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

(b) keep appropriate records of its compliance with its obligations under Clause 32.3(a) and make such records available to DFID on request.

32.4 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 32.1 and/or 32.2, or has reason to believe that it has or any Supplier's Personnel, servants, agents or sub-contractors, or any person acting on their behalf have:

(a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

(c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

32.5 The Supplier warrants and represents to DFID that to the best of its knowledge, that neither the Supplier, Supplier's Personnel, servants, agents or sub-contractors, or any person acting on their behalf:

(a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or

(b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Supplier or Supplier's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to DFID, whose written consent was subsequently given to such payment.

32.6 Neither the Supplier, Supplier's Personnel, servants, agents or sub-contractors, nor any person acting on their behalf shall accept for their own benefit or pass on for the benefit of partner government,

recipient or end user, any trade commission, discount, voucher scheme, re-sale or similar payment or benefit in connection with this Contract.

32.7 Where the Supplier or any of its employees, servants, agents or sub-contractors, or any person acting on their behalf, does any of the acts mentioned in Clause 32.2 or commits any offence under the Bribery Act 2010, with or without the knowledge of the Supplier, in relation to this Contract or any other contract with the Crown, DFID shall be entitled:

- (a) to terminate the Contract with immediate effect by written notice to the Supplier and recover from the Supplier the amount of any loss resulting from the termination;
- (b) to recover from the Supplier the amount or value of any such gift, consideration or commission;
- (c) to recover from the Supplier any other loss sustained as a result of any breach of this Clause 32, whether or not the Contract is terminated.

32.8 DFID and the Supplier will immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful implementation of the project, whether financed in full or in part by DFID, including credible suspicion of/or actual fraud, bribery, corruption or any other financial irregularity or impropriety.

DFID have an expert fraud investigation unit, that should be contacted in the first instance at fraud@dfid.gov.uk or +44 (0)1355 843351. All suspicions will be treated with the utmost confidentiality.

32.9 When exercising its rights or remedies under this Clause DFID shall:

- (a) act proportionately in the light of the gravity and circumstances of the particular breach; and
- (b) give all due consideration, where appropriate, to the use of remedies other than termination of the Contract.