

## CALLDOWN CONTRACT

<b>Framework Agreement with:</b>	<b>International Procurement Agency B.V.</b>
<b>Framework Agreement for:</b>	<b>Procurement Agent and Capacity Development in Partner Government Services</b>
<b>Framework Agreement Purchase Order Number:</b>	<b>4449/5759</b>
<b>Call-down Contract For:</b>	<b>Provision of fleet management services and transport capability to District Health Management Teams in Sierra Leone</b>
<b>Contract Purchase Order Number:</b>	<b>7505</b>

I refer to the above mentioned Framework Agreement dated 27<sup>th</sup> February 2009 and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

### **1. Commencement and Duration of the Services**

- 1.1 The Agent shall start the Services no later than 1<sup>st</sup> of March 2016 ("the Start Date") and the Services shall be completed by 30<sup>th</sup> of September 2016 ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

### **2. Recipient**

- 2.1 DFID requires the Agent to provide the Services to the Government of Sierra Leone ("the Recipient").

### **3. Financial Limit**

- 3.1 Payments under this Call-down Contract shall not, exceed £2,692,899 ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex C.

### **4. DFID Officials**

- 4.1 The Project Officer is:
- 4.2 The Contract Officer is:

### **5. Reports**

- 5.1 The Agent shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

### **6. Breakpoints**

- 6.1 Due to the dynamic environment of the programme, the calldown contract must have adequate provision for variation to adapt to the results of the inception period. DFID shall, as a condition of proceeding from the inception phase to a 5-month implementation period, have the right to request changes to the calldown contract,

including the Services, the Terms of Reference and the Contract Price to reflect the results of the Inception phase, or changes in circumstances, policies or objectives relating to or affecting the Programme.

- 6.2 The key review point for the programme and contract is 30<sup>th</sup> April 2016. Continuation following a review point will be subject to the continuing needs of the Programme. A decision on the level of resource to move forward will be taken at that point.
- 6.3 DFID may terminate this calldown pursuant to Clause 23 of Section 2 of framework agreement 4449 if agreement pursuant to Clauses 6.1 above is not reached.
- 6.4 The Agent shall use reasonable endeavours to keep its financial commitments limited to the duration of each phase to avoid unnecessary expense in the event of early variation or termination of this calldown contract.

## **7. Use of and responsibility of equipment**

- 7.1 The following paragraphs replace clause 17.4 of Section 2 – General conditions of the framework agreement.

*17.4 The Supplier will arrange appropriate cover for the fleet of vehicles to be managed.*

## **8. Prevention of Fraud and Bribery**

- 8.1 The following paragraphs replace clause 10 of Section 2 – General conditions of the framework agreement.

*10.1 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 Effective 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.*

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

- (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.*

*10.3 The Supplier shall during the term of this Agreement:*

- (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; and*
- (b) keep appropriate records of its compliance with its obligations under Clause 10.3(a) and make such records available to DFID on request.*

*10.4 The Supplier shall immediately notify DFID in writing if it becomes aware of any breach of Clause 10.1 and/or 10.2, or has reason to believe that it has or any Supplier 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 Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.*
- 10.5 *The Supplier warrants and represents to DFID 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.*
- 10.6 *Neither the Supplier, Supplier's Personnel, servants, agents or sub-contractors, or 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.*
- 10.7 *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 Condition 33.2 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; and*
- (c) *to recover from the Supplier any other loss sustained as a result of any breach of this Condition, whether or not the Contract has been terminated.*
- 10.8 *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](mailto:fraud@dfid.gov.uk) or +44 (0)1355 843551. All suspicions will be treated with the upmost confidentiality.*
- 10.9 *Exercising its rights or remedies under this Condition 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.*
- 9. Call-down Contract Signature**
- 9.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Agent within 5 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of  
The Secretary of State for  
International Development

Name:

Position:

Signature:

Date: 07 March 2016

For and on behalf of  
  
International Procurement Agency BV  
P.O. Box 190  
1400 AD Bussum  
The Netherlands

Name:

Position:

Signature:

Date:

## **ANNEX A**

### **Provision of fleet management services and transport capability to District Health Management Teams in Sierra Leone**

#### **TERMS OF REFERENCE**

##### **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.

As the Ebola response changes in line with the epidemiology DFID is planning for the responsible transitioning of these assets and systems to ensure Sierra Leone has the capabilities, processes and structures in place to facilitate the recovery of the health sector from Ebola, and for future emergency response. DFID will redeploy assets, including vehicles, primarily to support the capacity of the District Health Management Teams (DHMTs) in all 14 districts of Sierra Leone to detect and respond to future outbreaks of communicable diseases including EVD. To ensure this is sustainable, DFID will support district fleet management until December 2017 to maintain and operate these assets.

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 1<sup>st</sup> January 2016 and will end in December 2017. A core component of this is the management of the DFID fleet, a portfolio of 189 vehicles and 337 motorbikes that were procured to assist in the movement of patients and laboratory samples as well as to carry out surveillance and response activities during the Ebola crisis. The fleet was procured as there were insufficient numbers of roadworthy vehicles to meet the transport needs during the response.

Fleet management of the DFID vehicles was outsourced during the Ebola crisis. Post-crisis, the vehicles will play an integral part in strengthening public health systems by providing the logistics capability for continued surveillance activities, transport for both emergency and non-emergency health cases to district health facilities, and essential transportation for samples to be tested in laboratories. Therefore the effective use of the DFID fleet underpins two of the three pillars in the Resilient Zero Business Case; Detection and Response (the third pillar is Prevention). The existing agreement for fleet management services is due to end on 31<sup>st</sup> March 2016. The scope of work under the existing agreement included both the DFID fleet and all other vehicles for EVD response during the crisis, which included Government of Sierra Leone and other donor vehicles. Under this contract, DFID Sierra Leone will only be providing maintenance costs and support for the DFID-procured fleet of 189 vehicles and 337 motorbikes.

## **2. Objectives**

DFID is looking for an experienced Agent to provide high quality fleet management services across Sierra Leone for a 7 month period until 30<sup>th</sup> September 2016. A further procurement competition will be conducted to award to a service provider for the period from 1<sup>st</sup> September until 31<sup>st</sup> December 2017. There are five (5) main elements to the service requirement:

- Manage a controlled and seamless handover from two incumbent Suppliers (an NGO consortium and an NGO);
- Management of DFID's fleet of 189 vehicles and 337 motorbikes (subject to small volume increase) across the 14 districts of Sierra Leone, working with District Health Management Teams to ensure that the fleet is used effectively to support ongoing surveillance activities, routine District Health activities, and responses to communicable disease outbreaks including EVD;
- Maintenance, servicing and fuelling of up to 30 Ministry of Health and Sanitation vehicles that are used for swabbing, until the end of June 2016;
- Management of Sierra Leonean drivers to drive the fleet, including salary disbursement, performance management and robust review of all drivers licences and experience;
- Handover to new Supplier from September 2016 onwards

## **3. Recipient**

The Government of Sierra Leone

## **4. Requirement**

DFID requires the services of an Agent with proven fleet management expertise. The Service provision will include the preparation, management and deployment of the fleet of 189 vehicles and 337 motorbikes across Sierra Leone. The portfolio of DFID vehicles and motorbikes requiring fleet management services may increase by a small volume as partners in country begin to wind down operations and transfer assets back to DFID. The Agent will manage operations from Sierra Leone and is expected to provide regular monitoring and effective management of the fleet in all districts. The requirement is to provide whole life fleet services and support the provision of vehicles and equipment that are suitable to deliver the programme's needs; to ensure that the vehicles are available when users (primarily District Health Management Team Staff and patients) require them; that the vehicles are reliable when being used; the vehicles are both safe to operate and safely operated by the drivers; and that the vehicles are economical to operate and maintain. The Agent will aim to reduce fleet downtime and cost while increasing reliability and assuring protection of the DFID's overall investment in its programme. The purchase price of the DFID fleet was £5,041,103 pro-rata for the 189 vehicles and 337 motorbikes. Taking into account 30% depreciation once vehicles are removed from the forecourt post-purchase, and a further 20% depreciation after one year's use, the value of the DFID fleet is currently estimated at approximately £2.5m.

The Agent will be required to prepare and manage the sale of retired<sup>1</sup> vehicles, manage an inventory<sup>2</sup> and supply materials and parts pursuant to the provisions of

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<sup>1</sup> Vehicles will be retired when Cost Benefit Analysis/Financial Assessment finds that the cost of repair is more than the residual value of the asset. DFID approval must be sought before retiring any of the DFID fleet

this contract. The Agent will be responsible for providing any tools and equipment needed to provide fleet services. All preventative maintenance and repair work done by the Agent must meet original equipment manufacturer's specifications and warranties. The Agent will provide serviced vehicles and be available during core business hours of 8am to 6pm Monday-Saturday, and provide an on-call service for all emergency requests outside of core business hours. This service will be provided during bad weather such as during rainy season, floods and storms; during other natural or declared emergencies; as well as during normal business hours.

This is an existing programme and so the Agent will need to manage a smooth transition from existing systems and processes without causing disruption to the emergency and non-emergency passengers of the vehicles, and will require collaborative working with the incumbent Supplier and with all District Health Management Teams.

The Agent will be required to deliver a range of support to ensure that the DFID investment in the fleet is deployed effectively, economically and can flexibly respond to provide transport assistance as required by the District Health Management Teams. This includes, but is not limited to the following outputs:

#### **4.1 Handover**

##### **4.1.1 Complete a smooth transition and handover from the incumbent Supplier.**

There are existing agreements with two incumbent Suppliers that will end on 31<sup>st</sup> March 2016. Therefore there may be minimal handover time and the Agent will be required to quickly take on all responsibility and ownership of the DFID fleet.

##### **4.1.2 Portfolio stocktake and rapid service provision**

Complete a comprehensive and rapid stocktake of the existing fleet and assess each vehicle's condition, whether road-worthy and provide the services required to improve vehicle operability. The stocktake and any necessary motor servicing must be completed within the first 2 months of the contract.

#### **4.2 Management of the fleet**

##### **4.2.1 Strategic fleet management**

- The Agent will be required to provide a comprehensive strategy of their approach to fleet management services;
- The Agent must assess the transport requirements necessary for the efficient work of the District Health Management Teams including regular supervision, training, and ambulance services across the district;
- The Agent must take out comprehensive third party, theft and fire insurance to cover all vehicles;
- The Agent will employ fleet management technology and GPS capabilities<sup>3</sup> to maintain appropriate methods of tracking and reporting on vehicle movements and locations. In addition the Agent will retain robust data and records sufficient to provide vehicle usage and data required; monitor and guard fuel and vehicle theft; records of the costs incurred for individual vehicle

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<sup>2</sup> The inventory will be owned and managed by the Supplier in-house, in order to provide DFID with regular status updates for all vehicles in the fleet including all maintenance log books, service and operational records.

<sup>3</sup> GPS tracking only for vehicles used by District Health Management Teams

servicing; staffing inputs by mechanics and drivers; fuel costs; data to support the strategic coordination and deployment of vehicles across Sierra Leone; and service and maintenance logs.

#### 4.2.2 Operational management

- The Agent will be required to manage the DFID fleet of 189 vehicles and 337 motorbikes
- The Agent will be required to provide a range of comprehensive services to ensure that all vehicles are safe to operate and available for use, including preventative maintenance; remedial repairs; repairs necessitated by accident, abuse, and vandalism; mobile service; tyre service; towing; welding and fabrication; vehicle preparation (make ready); protection from theft or fraud; vehicle disposal processing; motor pool (loaner vehicle) management; and other related services required to assure the effective and economical operation of the fleet;
- Quality operational management of the DFID fleet will also include fuel and car wash site management; management of a Contractor owned in-house inventory and supply of materials and parts (at both the Central Garage and the field locations); required in-house warranty repair capability; 24/7 availability; and an in-field mobile service Vehicle Preventive Maintenance (PM) and minor service program;
- Decontamination of ambulances and burial vehicles in line with WHO guidance and ensure all staff involved in decontamination are appropriately trained. The incumbent Supplier is currently establishing decontamination sites which should be available for use by the Agent as the sites will be owned by the District Health Management Teams
- The Agent will have access to a limited supply of DFID owned mobile fuel bowzers and static fuel cells to assist with refueling the fleet.
- The Agent must maintain an operational fleet, that if necessary, can rapidly scale up fleet management infrastructure, systems and structures in order to respond to future emergency needs across Sierra Leone;
- The Agent must embed a best value for money approach into all operations, including recommending and implementing appropriate asset and fuel usage monitoring, tracing and recovery systems; including systems for mitigating against fraud.
- The Agent will be responsible for procuring fuel and spare parts

#### 4.2.3 Maintenance, Servicing and Fuelling to Ministry of Health and Sanitation swabbing vehicles

The Agent will provide maintenance, servicing and fuelling to up to 30 Ministry of Health and Sanitation vehicles that are needed to conduct swabbing activities. Vehicles will be required for swabbing until the end of June 2016; after this date, vehicle maintenance, servicing and fuelling will be handed back to Ministry of Health and Sanitation management. The Agent should monitor and track fuel usage of these vehicles.

#### 4.2.4 Fleet site management and maintenance

Based on the Vehicle fleet, its geographical location and usage rates, the Agent will propose a plan to position sufficient maintenance, repair, servicing, spare parts and lubricant facilities to ensure the operational effectiveness of the fleet is maintained.



This may include mobile repair function and teams where appropriate. The Agent will be responsible for the following:

- Lease or rental of existing or better facilities for required support sites.
- Engagement with local community leaders to build support for fleet presence.
- Security of any existing or better facilitated required sites.
- Ensuring each facility is equipped fully to fulfil all elements of fleet management, maintenance, repair and servicing are achievable.

#### **4.2.4 Accident management**

The Agent will propose a clear approach to the response and management of any accidents with the DFID fleet, including immediate response and management of any accidents i.e. such as road traffic accidents or driver incidents; as well as maintaining insurance for the fleet in the event that a DFID vehicle is written-off or temporarily out of service. In the event that road recovery of a vehicle is required, i.e. as a result of a breakdown or road traffic accident, the Agent will recover the vehicle back to a secure location and provide rapid servicing to fix the vehicle and return it to service.

#### **4.2.5 Fleet disposal**

The Agent will be responsible for monitoring the operating safety of the DFID fleet and assessing where and when vehicles should be retired<sup>4</sup>. The Agent must have and adhere to an Asset Disposal Policy.

### **4.3 Fleet Tasking and Custody**

The Agent will have custody rights of all DFID vehicles for the duration of the contract. This management oversight of the DFID fleet will need to be sensitively but robustly communicated to all MOHS partners and other stakeholders, to ensure that the Agent has access to the fleet at all times and users are clear about roles and responsibilities. The Agent will employ a range of methods such as GPS tracking and fuel monitoring to ensure that the fleet is being appropriately used once out of the Agent's custody.

The District Health Management Teams/Ministry of Health and Sanitation will inform the Agent of their requirement for the vehicles i.e. specific cases of emergency response where a vehicle is required, or for the transportation of laboratory samples. DFID will determine the initial allocation of vehicles across Sierra Leone to ensure appropriate coverage and support for the District Health Management Teams, and to deliver a balance of depreciation across the fleet. The Agent should work collaboratively with the District Medical Officer to manage vehicle deployments within each district.

The Agent will provide demonstrable examples of collaborative working and how will be applied in this contract.

#### **4.4.1 Management of Sierra Leonean Drivers**

The Agent will undertake a gap analysis to determine the number of drivers required (in addition to existing District Health Management Team drivers). The Agent should employ additional drivers at the same salary rate as District Health Management Team drivers, confirmed by MOHS payroll.

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<sup>4</sup> Criteria and process explained in footnote 2

The Agent shall benchmark drivers' salaries against DHMT salaries.

The Agent will manage those drivers hired directly by the programme, including disbursing driver payments and managing the recruitment to ensure that there is a sufficient pool of trained, licensed and insured drivers for the fleet requirements. Drivers will be accountable to the Agent for performance and the Agent will be responsible for managing poor performance amongst drivers, including dismissal from service where appropriate; and for the hiring of drivers to fill any gaps in the pool of drivers.

The Agent will be responsible for monitoring and ensuring that all drivers are insured and experienced. The Agent will also manage driver performance by ensuring all drivers take an Agent -mandated internal assessment within the first month of the Agent's contract and pass with sufficient scores. Any drivers who do not pass the internal assessment will not have access to the DFID fleet. The Agent will uphold a strict safety first policy and any drivers who have 2 or 3 road traffic accidents will not be given access to the DFID fleet, pending fuller investigation with the District Health Management Team of the driver's safe operability of vehicles.

The Agent will also improve driver capability and skill by ensuring that all drivers are qualified to drive the type of vehicles in the DFID fleet; by providing ongoing driver training on how to drive emergency and non-emergency health response vehicles; embedding basic principles such as the need for good to excellent passes on the Sierra Leonean driving test and no driving under the influence of any intoxicants; and by permitting only insured drivers behind the wheel of the DFID vehicles. By upskilling the drivers and heightening awareness of the specific requirements for driving in emergency and non-emergency health response vehicles, the Agent should aim to mitigate occurrence of road traffic accidents and reduce the time spent by vehicles in the garage.

#### **4.5 Handover to New Supplier**

The Supplier should include a handover strategy for managing the transition of the DFID fleet to a new Supplier at the end of September 2016.

#### **4.6 Legislative Requirements**

The Agent must be compliant with local vehicle and licencing laws including the Sierra Leone Road Traffic Authority.

### **5 Value for Money**

Achieving best value for money underpins this contract. The Agent will be required to demonstrate how value for money is achieved through the DFID value for money measures of economy, efficiency and effectiveness. Economy measures will include the cost of fuel and spare parts and the cost of staff inputs such as mechanics. Efficiency measures will assess the turnaround times on vehicle decontamination, preparation, refuelling and servicing. Delivering an effective service will require the Agent to take a strategic overview in fleet coordination and deployment, to ensure that there are vehicles available for use in the right areas, and whether the fleet is actually aiding the District Health Management Team's objectives.

Value for money will be further achieved through the Agent's cultivation of high awareness about DFID's anti-fraud and anti-corruption policies; and through developing close working relationships with District Health Management Teams to

ensure that there are clear communication pathways and agreed ways of working for the approval of vehicle usage.

## **6 Financial Management**

Strong financial management will be a key indicator of performance of the Agent. The Agent will have financial management expertise, including implementation and compliance to a strong financial management strategy; demonstrable experience managing forecasting of invoices; the tracking of financial inputs in detailed budgets; submitting accurate invoices and creating detailed financial statements of verified expenditure.

## **7 Time frame**

The contract will be let for an interim period of 7 months and will commence on 1<sup>st</sup> March 2016 at the latest, to allow for a handover with the incumbent Supplier (incumbent Supplier agreement ends on 31<sup>st</sup> March 2016). The contract will end on 30<sup>th</sup> September 2016.

As per DFID's standard Terms and Conditions, DFID reserves the right to terminate the contract with 30 days' notice to the Agent. The Agent must allow for a 90 day termination period after giving notice to DFID of conclusion of contract.

## **8 Contracting and Payment**

The Agent should provide a technical and commercial response to this tender. It is the intention that this contract will be a hybrid contract which will include some elements of output-based payments, on delivery of agreed outputs as per a work plan, and inputs based payments. The Agent should propose milestones/outputs to trigger payment. These outputs will be finalised with the Agent during the post-tender clarifications if required.

Key Performance Indicators:

The Agent should propose methods for the verification of the KPIs, the following are examples but not limited to;

- 80% of fleet to be operational and road-worthy at all times
- All expenditure of procured running costs to be within 5% of forecasts
- Implementation and compliance to a strong financial management strategy
- Implementation and compliance to Fleet management guidelines and policy
- Lower fuel costs and ensuring fuel quality is high.
- Manage expected life cycle of vehicle against projected running and repair costs
- Lower maintenance costs
- Lower overhead costs
- 70% satisfaction rating from District Health Management Teams (Customer service tracking and audit)

Additional KPIs may be proposed for DFID's approval. The two indicators below may be used for the final two quarters of the contract;

- Reduce costs by restructure of fleet size when possible
- Assure high resale value is maintained through proper vehicle husbandry

Additional Scenario:

The Agent should propose the potential cost implications of responding to an unexpected outbreak of a communicable disease, which could include EVD, and provide a detailed explanation for how this would be managed above the core business of this contract requirement.

## **9 Contract Management**

This contract requires an Agent who will work collaboratively with stakeholders, whilst sensitively communicating that the Agent is responsible for managing the fleet and that custody does not lie with the GoSL. This will require clear and regular communications, agreed ways of working with partners as well as sensitive handling of the incumbent Agent and Ministries of the Government of Sierra Leone. Direction for how the vehicles are used (which patients/District Health Management Team staff, when, where in a district) will come from the District Medical Officer (DMO) in each District Health Management Team. The Agent will need to develop very close working relationships with the DMO to enable the District Health Management Teams to respond to District Health needs and achieve the objectives of the Resilient Zero Business Case.

The Agent will need to design and embed a structured approach to monitoring and managing the fleet, clearly explaining to partners the Agent's accountability and responsibility to DFID, and sharing documents as appropriate with District Health Management Teams so that they understand the Agent's roles and responsibilities. The Agent will also propose a random sample audit process for District Health Management Teams to embed good governance and demonstrate oversight.

The Agent will need to establish a robust communications strategy to explain the changes and handover process from the incumbent Supplier, and share this strategy with all stakeholders.

## **10 Reporting**

Reports will be submitted to the District Health Management Teams, Ministry of Health and Sanitation and DFID. The recipient of the services is the Government of Sierra Leone, as stated above.

The Agent will provide monthly situation reports on the state of the fleet. Any urgent issues (including challenges around tasking or access to vehicles) must be raised immediately.

The Agent will be required to provide more detailed quarterly reports with information on activity that has taken place; updates on value for money measures such as improvements in the fuel monitoring/efficiency savings in preparation and deployment such as the average time and cost of repair/ assessment of the effectiveness of the fleet management strategy; updates on the governance arrangements including notes of any significant meetings with MOHS partners and flagging where there have been challenges to progress. A template for the quarterly report is in the annex; this contains a suggested list of topics that quarterly reports should cover but is not exhaustive and the Agent should include other pertinent information relating to the performance and quality of the fleet management services during each quarter.

Any sensitive information concerning the Government of Sierra Leone should be shared directly and in confidence with DFID, and should not be included in reports to the Government of Sierra Leone. The Agent will be accountable to DFID for ensuring best servicing, operating safety and deployment of the vehicles.

The Provider will also be expected to participate in regular meetings with District Health Management Teams, NGO stakeholders and drivers regarding the deployment, maintenance and repair of the fleet to include, but not limited to, monthly Fleet Users Group meetings and weekly Fleet Services Staff meetings, providing summarized reports back to the District Health Management Teams and DFID Sierra Leone.

## **11 DFID coordination**

This contract will be managed by DFID Sierra Leone and comprises one component of the Resilient Zero programme; as such, there will be minimal DFID staff resource available to support this contract and the Agent will need to be proactive, flexible and capable of making effective decisions on how best to manage DFID's investment in the fleet in line with the TOR and contract terms.

## **12 Fraud and Anti-corruption**

DFID has a zero tolerance policy for fraud, bribery and corruption. The Agent must include a fraud and theft prevention strategy as part of the bid. The Agent will cultivate strong awareness of an anti-fraud and anti-corruption approach amongst all fleet management staff. All suspicions of fraud or corruption must be reported immediately to the DFID Programme Manager or to DFID's Counter Fraud and Whistleblowing Unit.

## **13 Duty of Care**

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

The Agent 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 Agent on security status and developments in-country where appropriate.

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

The Agent 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 Agent 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 Agent 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 Agent personnel (including sub-contractors) rests with the Agent.

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.

#### **14 Contract risks**

There are specific risks to delivery of this contract which the Agent will need to address, mitigate and manage. The Agent is expected to provide a detailed risk register, which will include (but not limited to):

- **Partner collaboration and coordination** – delivery of the fleet management requires significant input and collaboration from the District Health Management Teams. Without District Health Management Team support and collaboration, the vehicles will not be used appropriately and the District Health Management Teams will risk not meeting the District Health needs.
- **Ensuring Value for Money** – there is high risk of vehicle misuse, misappropriation, vehicle cannibalisation and fuel theft, and so the Agent will need to implement robust controls to ensure and evidence that DFID's investment is protected. The Agent will also need to maintain a flexible approach to vehicle deployment to ensure that depreciation and vehicle usage are balanced across the fleet.
- **Future outbreak of communicable disease** – should a new outbreak of EVD occur, or another communicable disease, the DFID fleet may be repurposed by DFID for Disease response and the Agent will need to be flexible to manage and service the vehicles to support such an outbreak. The Agent should confirm that they have appropriate arrangements in place to ensure continued operations in the event of a future EVD outbreak, and must commit to maintaining key staff in-country including expatriate management staff. In particular, the Agent should confirm that their healthcare and medevac arrangements provide acceptable coverage in the event of an EVD outbreak.

#### **Appendix 1 – Monthly Situation Report Template**

Monthly situation reports should cover all operational issues concerning the fleet, including any servicing plans for the next month so that District Health Management

Teams can plan and coordinate with the Agent to ensure there is always a sufficient pool of vehicles to meet Health requirements.

- Vehicle Security and tracking and inventory.
- Vehicle inspections, maintenance and servicing schedules.
- Vehicle fault reporting, repair costs, down time and disposal.
- Vehicle spares availability both routine and accident ensuring best VFM.
- Vehicle documentation.
- Vehicle breakdown and recovery processes.
- Ensure Vehicles stay within the law of the country operated in with regards tax, insurance and roadworthiness.
- Driver Licensing
- Driver familiarisation and training.
- Driver audit and spot checks.
- Driver hours and fatigue.
- Fuel storage and supply
- Fuel Accounting
- Fuel Mileage/cost comparison
- Workshop and workspace inspections
- Adhere to H&S best practice where applicable and practical.
- Ensure Duty of Care is applied to all areas of responsibility.
- Ensure maximum efficiency of vehicles is utilised.
- Record keeping and reporting as required.

## Appendix 2 - Quarterly Report Template

### Table of Contents

#### Acronyms

#### 1. Overview

- 1.1 Key Achievements during the last quarter ( bullet points)
- 1.2 Issues arising that could affect implementation
- 1.3 Focus for the next quarter and year.

#### 2. Progress against work plan

Key Activity/Output (in line with costed work plan)	RAG rating previous quarter (Red, Amber and Green)	RAG rating this quarter	Status:  Progress during quarter:  Means of verifications:  Activities planned for next quarter:  Risks:

#### 4. Relationship with key stakeholders

- District Health Management Teams
- Drivers
- NGO stakeholders

#### 5. Issues

- Issue log

Issue	Date logged	Action taken	Date resolved and how	Suggestion

#### 6. Financial Management

- Costed work plan, with actual spend vs forecasts
- Updates against all budget lines

#### 7. Risk Matrix

Risk area	Description	Date logged	Probability (Low, Medium, Substantial and High)	Impact (Low, Medium, Substantial and High)	Mitigating measures taken and to take	Residual Risk		Rating now	Direction (change since last review)
						Probability	Impact		

- Value for Money Initiatives

- Economy
- Efficiency
- Effectiveness