

## **TERMS OF REFERENCE FOR CONTRACTING A SOCIAL MEDIA CONSULTANT**

EUROPEAN UNION PROJECT IN GHANA “ACCOUNTABILITY, RULE OF LAW AND ANTI-CORRUPTION PROGRAMME - ARAP” - Ref: 13/18/ARAP

### **1. BACKGROUND**

FIIAPP F.S.P. is a foundation of the State public sector whose activities, characterised by the absence of profit and the pursuit of the general interest, is framed in the field of international cooperation aimed at the institutional modernisation, for the reform of Public Administrations and the attainment of democratic governance.

That, in order to its foundational purposes, the Foundation FIIAPP F.S.P. has been awarded the Delegation Agreement “Accountability, Rule of Law and Anti-corruption Programme - ARAP” funded by the European Union. The overall objective of the programme is to promote good governance in Ghana by reducing corruption and improving accountability and compliance with the rule of law, particularly when it comes to accountability, anti-corruption and environmental governance.

Communication with citizens, the media and civil society is a critical pillar of democratic life, rule of law and anti-corruption. Informed and educated citizens can identify crimes, and be a critical ally to ensure accountable institutions and the rule of law. To this end, citizens need to see the public institutions as accountable agents in charge of protecting and guaranteeing citizen rights. Similarly, the public institutions need to see citizens as right bearers and clients to protect and support. Several ARAP stakeholders are very much aware of this, and as part of their efforts to strengthen communication with citizens, the different institutions have invested in and improved their digital communication channels (website, social media, WhatsApp).

### **2. OBJECT**

The objective of this consultancy is to support ARAP Stakeholders with dedicated capacity building on effective social media management and digital communication. As mentioned above, social media today constitutes a critical channel of communication for citizens to engage with state institutions.

### **3. CONTRACTING AUTHORITY**

The contracting authority may be, in accordance with the bidding budget, for contracts of individualized amount of up to €100,000, the Secretary-General of the FIIAPP, F.S.P.

### **4. LEGAL SYSTEM AND COMPETENT JURISDICTION**

This current contract has a private character, the civil court order being competent to hear disputes arising in its implementation.

Nevertheless, this contract will be governed by the Title I of Book III of the Law 9/2017, of 8th November, on Contracts of the Public Sector (LCSP), by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014, as an international foundation, due to its legal nature and due to the contracts that it enters into. Likewise, for the purposes of this law and pursuant to articles 3.1. e) and 3.3. b) thereof, as a foundation of the public sector, it holds the status of contracting authority.

Pursuant to Article 27.2 of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014, the civil courts shall have jurisdiction to resolve disputes arising between the parties regarding the effects, compliance and termination of private contracts. This court order shall also have jurisdiction to hear any disputes affecting the preparation and awarding of private contracts.

The present Terms of Reference has a contractual nature and contains the detailed conditions to which the performance of the contract shall be adjusted.

The ignorance of the present contract, the contract, its annexed documents or instructions or rules of any kind approved by the Administration that can be applied in the implementation of the agreement shall not relieve the contractor from the obligation of compliance.

### **5. PROCEDURE AND FORM OF AWARD OF THE CONTRACT**

For the award of these contracts, the FIIAPP F.S.P. will undertake a negotiated procedure in which at least three companies authorised for the purpose of the contract will be invited to submit a bid, to the extent possible.

### **6. CAPACITY TO CONTRACT**

They shall be eligible for the award of this contract either natural or legal persons, with Spanish or foreign nationality, who have the full capacity to act and who are not falling in the prohibitions to hire listed in paragraph 1 of article 71 of the LCSP.

For this purpose, shall take into consideration the rules contained in chapter II of title II of book I of the LCSP.

## **7. BUDGET LINE**

The budget line for this contest is 84.000 € (eighty four thousand Euros) as fees, not including VAT, at a rate of € 600 € (six hundreds euros) per working day in missions and a rate of 400 € (four hundreds euros) per home-based working days. With a maximum of 140 working days during the project implementation period.

The number of estimated working days is considered as a maximum, not being FIIAPP F.S.P obliged to contract that maximum amount, which will depend on actual project needs and the consultant's performance.

Each payment shall be made in Euros, attaching a timesheet indicating working days performed and approved by the Team Leader.

## **8. DESCRIPTION OF THE SERVICES TO BE DEVELOPED.**

FIRST ASSIGNMENT is detailed in APPENDIX I and will consist in developing and delivering a capacity building initiative for the Public Affairs Directorate (PAD) of the Ghana Police Service with a focus on improving social media management.

Other assignments will be defined with ARAP CU and ARAP stakeholders and will include the following tasks:

- Support ARAP stakeholders, in social media and digital communication design, strategic planning and programming, with particular focus on the thematic areas of accountability, anticorruption, rule of law and environmental governance.
- Provide technical advice, support and assistance to ARAP stakeholders in the design and implementation of digital communications and public education digital campaign activities.
- Develop training and capacity building material, curriculum and manuals in support to ARAP stakeholders to inform digital communication initiatives
- Organize, conduct, lead, participate and facilitate workshops, trainings, seminars and debates in the framework of the assignments and tasks commissioned

More assignments, tasks and deliverables according to this ToR may be added subject to an agreement between the parties with-in the interests of the project.

Each assignment request will include estimated number of working days, deliverables and expected results, as well as budget allocated and payment calendar and conditions, which should be previously agreed upon. The consultant should present a report after each assignment for payment, as previously agreed,

detailing findings and recommendations, as well as the outputs, outcomes and results.

## 9. CRITERIA FOR THE EVALUATION

The evaluation of the proposals will be made according to the table below:

### a. Requirements

- University graduate degree in Media, Communication, Journalism or social sciences.
- At least 8 years of experience in building capacity to use social media and digital communication tools in an innovative and impactful way.
- Excellent command of both oral and written English

The candidate must fulfil the above requirements not to be excluded in the selection process. Additionally, profiles that goes over the demanded expertise will be proportionally valued, as in the following table in Point b.

### b. Merits

Merits and actions indicated in the table will be evaluated with the CV's information.

| Merits  | Criteria                              | Maximum Score |
|---|---------------------------------------|---------------|
| Additional degree or specialization in Media, Communication, Journalism, or social sciences   | 5 points per Degree or Specialisation | 15            |
| Additional actions in building capacity to use social media and digital communication tools   | 1 point per additional year           | 30            |
| Specific actions working with public sector institutions in the field of governance, anti-corruption, accountability and environmental governance | 1 point per month                     | 30            |
| Prior actions in Ghana or West Africa   | 1 point per month                     | 25            |
| <b>Maximum total: 100 points</b>  |                                       |               |

For the technical deliberation, the score will be given according to the table's criteria.

## **10. REGULATORY PROCEDURES**

The contract shall be governed by:

- The clauses contained in this specification.
- The Provisions of law 50/2002 of the Foundations and in the 1337-2005 RD of November 11st.
- The Provisions set forth in the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

The ignorance of the contract in any of its terms, of the documents annexed to it, or instructions, specifications or standards of any kind dictated by the FIIAPP F.S.P. which may have application in the execution of the agreement, shall not relieve the employer from the obligation of compliance.

## **11. DURATION OF THE CONTRACT**

The contract will have a time of duration from its signature until the end of the project implementation.

## **12. SUBCONTRACTING**

The successful bidder will be liable before the FIIAPP F.S.P. for the performance of the natural or legal persons that are subcontracted, at all levels, including the quality of the service, delivery times and completion, obligations in relation to the treatment of data and information, as well as the fulfilment by the outsourced company of their social and fiscal obligations.

Those activities subject to this agreement that need to be subcontracted by the successful tenderer shall be executed under the terms provided for in the Articles 215 and 216 of the LCSP.

## **13. PROPERTY OF THE WORK DEVELOPED.**

The work carried out in any of sections will become the property of FIIAPP F.S.P..

The successful tenderer may not use for themselves or provide to third parties any data of the contracted works, or publish, total or partially the contents without the written permission of the FIIAPP F.S.P.. In any case the successful tenderer will be responsible for damages arising from the breach of this obligation.

#### **14. RESOLUTION OF THE CONTRACT.**

The causes for termination of the contract are contained in article 211 of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

- a) Non-compliance by any of the parties of the obligations described in the contract.
- b) The manifest lack of quality of the service provided or not adapt it to the conditions agreed in binding documents
- c) The Declaration of insolvency in the terms that describes by the law 22/2003, of July 9<sup>th</sup>, bankruptcy.
- d) Mutual agreement of the parties.
- e) Breach of the limitations in the field of outsourcing.
- f) Obstruction of the faculties of management and inspection of FIIAPP F.S.P.

#### **15. REGIME OF PAYMENT**

The successful bidder is entitled to the payment of the agreed price, under the conditions laid down in the contract, corresponding to the work actually performed and formally received by the Foundation.

#### **16. AWARD TERM AND FORMALIZATION**

The contract will be awarded within a period of 7 working days from the receipt of applications. The document of formalization of the contract shall be granted within a period of 7 working days from the award. The successful bidder must provide, before the formalization of the contract, the founding deed power of attorney.

#### **17. START OF THE ACTIVITY**

The official starting date will be the following day to the contract formalization.

#### **18. SUBMISSION OF PROPOSALS**

Interested parties who meet the requirements defined in these terms of reference can be sent its proposal to the following e-mail address: [arap.ghana@fiiapp.org](mailto:arap.ghana@fiiapp.org), indicating on the title in the "subject": "**SOCIAL MEDIA CONSULTANT**".

**Deadline for receipt of applications: 6 of January 2019.**

## **APPENDIX I**

### **FIRST ASSIGNMENT: SUPPORT THE PUBLIC AFFAIRS DIRECTORATE (PAD) OF THE GHANA POLICE SERVICE (GPS)**

#### **1. OBJECTIVES OF THE ASSIGNMENT**

The objective of this assignment is to support the Public Affairs Directorate (PAD) of the Ghana Police Service (GPS) with a tailor made capacity building programme for selected Public Affairs Officers geared towards **effective social media management**.

#### **2. SCOPE OF WORK**

The capacity building programme would cover the following areas:

- Twitter and Facebook management
- Writing for social media
- Multimedia material for social media
- Monitoring and engagement

All these areas would be tackled with the underlying objective to increase both the quality and quantity of engagement on social media management to achieve higher standards of transparency and accountability (with a specific focus on accountability, anti-corruption, professionalism and ethics within the Service), and consequently improve the public perception of the police. This capacity building stream will be tailored made, following a digital communication capacity needs assessment. Nonetheless it is expected that it will comprise a set of different methods to ensure sustainability and impact. These include:

- “On the job training” with the presence of an expert sitting with PAD officers managing social media platforms on a daily basis for a period up to a month.
- Hands on formal training (for a maximum of 5 days) at the beginning and end of the “on the job training” for selected Public Affairs Officers.
- Development of a manual and best practices.

The consultant is expected to perform following tasks:

- Maintain a continuous dialogue with the Public Affairs Director to acquire an adequate understanding of the status of current social media efforts and needs
- Develop and roll out, together with the communications directorate, a social media strategy to increase and enhance engagement on social media.
- Provide strategic advice towards the creation and publishing of relevant, original, high-quality content.
- Develop/generate innovative materials for social media campaigns targeted at different target groups.
- Support the GPS PAD to create a social media publishing schedule.
- Provide on the job training support to key staff of the GPS PAD.
- Identify and improve organizational development aspects that would improve content (ej: employee training, equipment needs).

The expected outputs and deliverables of the assignment shall be:

- **An inception report** detailing the exact capacity needs in terms of social media management and digital communication, with clear recommendations.
- **Training curriculum** detailing the areas to be covered in the training and the methodology employed.
- **Social Media manual** outlining best practices and key tools for effective social media management.
- **Assignment completion report**, which captures the various activities undertaken, the achievements and failures, with an analysis of why things turned out the way they did, as well as recommendations for the way forward.

#### 4. DURATION OF THE ASSIGNMENT

The expected duration of the assignment is an estimated period of 3 months, with around 50 working days dedication, starting from the date of entering the contract.